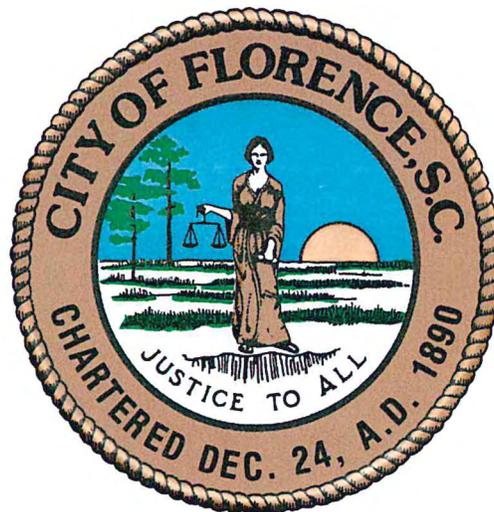


REGULAR MEETING  
OF  
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS  
324 W. EVANS STREET  
FLORENCE, SOUTH CAROLINA

MONDAY  
SEPTEMBER 8, 2014  
1:00 P.M.

**REGULAR MEETING OF FLORENCE CITY COUNCIL**

**MONDAY, SEPTEMBER 8, 2014 - 1:00 P.M.**

**CITY CENTER – COUNCIL CHAMBERS**

**324 W. EVANS STREET**

**FLORENCE, SOUTH CAROLINA**

**AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION**

*Pledge of Allegiance to the American Flag*

**III. APPROVAL OF MINUTES**

*August 11, 2014 – Regular Meeting*

*August 18, 2014 – Special Meeting*

**IV. HONORS AND RECOGNITIONS**

**Retirement Recognitions**

*Jimmy Spigner – December 1, 1999 – June 27, 2014*

**Service Recognitions**

*Pat Bridges – 45 years – Police*

*Rodney Goodman – 20 years - Utility Finance*

*Kevin Coleman – 15 years – Fire*

*Hank Glover – 15 years – Fire*

*Karen Acosta – 15 years – Police*

*John Clark – 10 years – Surface Water Production*

*David Caldwell – 10 years – Recreation Programs*

*Mark Browder – 10 years – Ground Water Production*

## **V. ORDINANCES IN POSITION**

### **a. Bill No. 2014-31 – Second Reading**

*A Series Ordinance making provision for the terms and conditions of combined Waterworks and Sewerage System Revenue borrowing of the City of Florence, South Carolina, authorized by a Bond Ordinance of the City of Florence adopted October 24, 1989, as amended; approving the financing of system improvements through the borrowing of not exceeding \$2,300,000 plus capitalized interest, if any, from the State Water Pollution Control Revolving Fund, by agreement with the South Carolina Water Quality Revolving Fund Authority pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended; providing for the agreement to make and to accept a loan, the execution and delivery of a loan agreement between the City of Florence and the South Carolina Water Quality Revolving Fund Authority, the execution and delivery of a promissory note from the City of Florence to the South Carolina Water Quality Revolving Fund Authority; and other matters relating thereto.*

### **b. Bill No. 2014-33 – Second Reading**

*An Ordinance to annex and zone property owned by Brendan and Mallory Barth, Tax Map Number 00984-01-025.*

### **c. Bill No. 2014-35 – Second Reading**

*An Ordinance to amend Planned Development District Ordinance 2008-37 Site Plan.*

## **VI. INTRODUCTION OF RESOLUTIONS**

### **a. Resolution No. 2014-14**

*A Resolution to declare September 2014 as National Infant Mortality Awareness Month*

## **VII. REPORTS TO COUNCIL**

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

### **b. Councilman Robinson – Nomination of individual for City Court Judge position.**

### **c. Councilman Robinson – to make a request for Council's consideration to amend the budget to direct \$88,000 be allocated as follows: \$82,000 to be allocated for the special needs playground and \$6,000 to be allocated for the YMCA Swimming program for underprivileged children.**

## **VIII. ADJOURN**

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, AUGUST 11, 2014 – 1:00 P.M.  
CITY CENTER, COUNCIL CHAMBERS  
FLORENCE, SOUTH CAROLINA**

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

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

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

Mr. Gavin Jackson of the Morning News and Mr. Ken Baker of WMBF TV were present for the meeting.

**INVOCATION**

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

**APPROVAL OF MINUTES**

Mayor Pro tem Brand made a motion to adopt the minutes of the July 14, 2014 Regular Meeting. Councilwoman Willis seconded the motion, which carried unanimously.

**HONORS AND RECOGNITIONS**

**Service Recognitions**

Mayor Wukela presented a Certificate of Recognition to Melvin Godwin in honor of completing 25 years of service with the City of Florence Police Department.

Christopher Walters received a Certificate of Recognition from Mayor Wukela for completing 15 years of service with the City of Florence Police Department.

Joe McCullough was presented a Certificate of Recognition by Mayor Wukela for completing 10 years of service with the City in the Utility Finance Division.

Mayor Wukela presented a Certificate of Recognition to Joseph Provenzano in honor of completing 10 years of service with the City of Florence Police Department.

Rodney Fridley received a Certificate of Recognition from Mayor Wukela in recognition of completing 10 years of service with the Florence Police Department.

Scott Williamson was presented a Certificate of Recognition by Mayor Wukela in honor of completing 10 years of service with the Florence Police Department.

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**AUGUST 11, 2014 – PAGE 2**

**Retirement Recognition**

Mrs. Judi Inman was presented a Retirement Plaque in recognition of her 27 years and 11 months of service to the City of Florence in the Utility Finance Division of the Finance Department. Judi began her career with the City of Florence on July 21, 1986 and retired on June 10, 2014.

**Recognition of State Champion Athletes and Teams**

Mr. Chuck Pope, Director of Public Works, stated that the Recreation Department would like to recognize the State Champions for the City of Florence athletic programs for the past year. Over 4,000 young people participate in the City's programs.

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

**Gymnastics:** These champions participated in the USAG (USA Gymnastics) and the AAU (Amateur Athletic Union) Gymnastics programs. They competed in Vault (V), Uneven Bars (B), Balance Beam (BB), Floor (F) and All Around (AR) events. **State Champion Gymnasts are:** Shelby Allen - USAG (BB, F) and AAU (BB); Ariel Davis - USAG (V, AR) and AAU (V, F, AR); Destiny Harrell - USAG (F) and AAU (B, BB, F); Tori Watrous - USAG (B) and AAU (V); Macy Pegram - USAG (V, AR); Haley Matthews - AAU (V, B, BB, F, AR); Diamond Hickson - AAU (F); Emily SantiAnna - AAU (V, BB, B, F, AR); Christine Helms - AAU (V, BB, B, F, AR); Rachel Hilbourne - AAU (V, BB, B, F, AR); Sophia Stevenson - AAU (F); Carson Arthur - AAU (AR); Morgan Banner - AAU (B); Makayla Lawrence - AAU (V, B, BB, AR); Lindie Matthee - AAU (BB); Hailee Atkinson - AAU (BB); and Emery McCutcheon - AAU (B). **AAU National Champions are:** Addie Bausmith (F); Macy Pegram (AR); Destiny Harrell (B, F); Ariel Davis (V, AR); Emery McCutcheon (F); Mattison Stephenson (V); and Emily SantiAnna (V, BB, AR). **Coaches:** Pam Mobley (Gymnastics Coordinator/Head Coach), Valencia Oxendine-Rose, Rachel Sadler, Mallori Giordano and Malinda Mitton.

**Florence Track Club: USATF Track & Field State Champions are:** Alexis Burgess - Javelin and Discus; Kamille Cunningham - High Jump; Isabell Davis - Javelin; Julian Duncan - 1500 M; Samone Green - Long Jump; Steven Shake - Steeplechase; and Sarah Spence - Steeplechase. **USATF Track & Field Regional Champions:** Jazmyne Lyde - Javelin; Arthur Parham - Javelin; Anthony SantiAnna - Javelin; and Sarah Spence - Steeplechase. **USATF Track & Field All Americans:** Caleb Hickmon - Javelin; and Anthony SantiAnna - Javelin. **Track Coaches:** Bill Truman (Board President/Coach), Julie Allen, Tommy Ayala, Mark Bluman, Artie Buxton, Greg Jensen, Ann Carwright, Gokul Kalur, Jennifer King, Lois Shake, and Alicia Truman.

**Florence Junior Football League (8-10 year old State Champions): Football:** Zavian Bacote, Billy Barlow, Cavari Butler, Ja'Tarrious Douglas, Nikolas Edick, Camron Ellis, George Floyd, Kenneth Frederick, De'Andrae Graham, Kendrick Hanna, Sincere Hickman, Semaj Johnson, Juelz Lucas, Derrick Prince, Zayshaun Rice, John Daniel Roberts, Darby Shackleford, Dylan Snyder, Zachary Steamer, Jordan Stevenson, Tre Stubbs, Briley Ward, Hansaun Wilson, Deshawn Woods and Quincy Woods. **Coaches:** Greg White (Head Coach), Joe Edick, Victor Johnson and Mark Reaves. **Cheerleading:** Makayla Arceneaux, Morgan Butler, Renasia Timmons-Cannon, Kaylin Daniels, Hasanna Davis, Trenyce Eldridge, Jordan Girard, Rodaisha Kayte, Mya Smith, Nydia Kelly and Kymoree Wynn. **Coaches:** Tina Wynn and Rosette Timmons.

**Florence Junior Football League (11-12 year old State Champions): Football:** Demarcus Bailey, Nicholas Boatwright, Hunter Brazell, Jordan Burch, Jai-Lan Ewell, Joshua Gray, Shaquan Hardy, Quentin Hodge, Luke Hitchinson, Justice Jackson, Larry Jackson, Michael Mason, Kel'Sharn McElveen, Lane Morgan, Jeremy Roberts, Timoth Robinson, Rafael Rojas, III, Nicholas Rogers, Derrick Saavedra,

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Braxton Samuel, Anthony SantiAnna, Anthony Sports, Raymon state, Braxton Taylor and Cooper Wallace. **Coaches:** Vincent Johnson (Head Coach), Chris Carey, Michael Goodman and Rod Saavedra. **Cheerleading:** Booklyn Ferguson, Carlyn Foster, J’Niya Garris, Makayla Harrison, Aalaya James, Amiya McCall, Makenzie McDaniel and Terran Moorer. **Coaches:** Terica Austin and Jessica Brooks.

**PUBLIC HEARING**

Chief Allen Heidler reported that the Florence Police Department has applied for an Edward Byrnes Memorial Justice Assistance Grant in the amount of \$27,267, specific to law enforcement equipment. From this grant the Department is seeking to purchase a total laser station measurement device with capable diagraming software. The laser data collected from this total station is imported into that particular software for the purpose of developing scale and three dimensional diagrams for more accurate evidence collection and documentation which will provide better court presentation. In addition we are also seeking from the same grant, crime mapping software that is compatible with our current law enforcement records management system. The software will be able to combine GIS mapping information with police records for the ability to more proactively react to immediate crime trending issues.

Mayor Wukela declared the public hearing open at 1:27 p.m.

There was no one present to speak.

Mayor Wukela closed the public hearing at 1:28 p.m.

**APPEARANCE BEFORE COUNCIL**

Ms. Erica Chapman appeared before Council and stated that she is representing a number of family and friends that have children with special needs. Ms. Chapman stated her purpose today is to bring a need before City Council for the City of Florence to have an inclusive playground where all children can play. An inclusive playground is a playground where typically developing children and children with special needs, i.e., Downs Syndrome, Sensory Processing Disorder, Autism, or Cerebral Palsy are able to play together. Florence is the largest city in the state that does not have an inclusive playground. Ms. Chapman stated that her group has already spoken to different businesses, corporations doctors, arborists, and landscape design individuals regarding a playground. Ms. Chapman added that they intend to do fundraising events and have starting researching grants to help with the funding of an inclusive playground. In conclusion, Ms. Chapman stated that support from the community leaders is needed to make this happen. The average cost of an inclusive playground, not including the land and grading, is approximately \$500,000.

Councilman Robinson stated that he is supportive of an inclusive playground in Florence. Councilman Willis also expressed his support.

Mayor Wukela thanked Ms. Chapman for bringing this issue to Council.

**ORDINANCES IN POSITION**

**BILL NO. 2014-21 – SECOND READING**

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

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

Mayor Pro tem Brand made a motion to adopt Bill No. 2014-21 on second reading. Councilman Willis seconded the motion, which carried unanimously.

**BILL NO. 2014-28 – SECOND READING**

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

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

Councilman Willis made a motion to adopt Bill No. 2014-28 on second reading. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

**BILL NO. 2014-29 – SECOND READING**

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

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

Mayor Pro tem Brand made a motion to adopt Bill No. 2014-29 on second reading. Councilman Willis seconded the motion. The motion passed unanimously.

**BILL NO. 2014-30 – SECOND READING**

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

An Ordinance authorizing the conveyance of the real estate making up the lots located at the corner of West Evans Street and Dargan Street commonly referred to as the site of the Kress Building and being designated as Tax Parcel 90167-02-010 in the records of the Florence County Tax Assessor to New Florence Development, LLC for the development of the project as described in the Agreement and Conditional Grant Agreement previously executed by the City and New Florence Development, LLC on November 22, 2013 pursuant to the previous adoption of Resolution No. 2013-25 was adopted on second reading.

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

**INTRODUCTION OF ORDINANCES**

**BILL NO. 2014-31 – FIRST READING**

**A SERIES ORDINANCE MAKING PROVISION FOR THE TERMS AND CONDITIONS OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BORROWING OF THE CITY OF FLORENCE, SOUTH CAROLINA, AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF FLORENCE ADOPTED OCTOBER 24, 1989, AS AMENDED; APPROVING THE FINANCING OF SYSTEM IMPROVEMENTS THROUGH THE BORROWING OF NOT EXCEEDING \$1,750,566 PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF FLORENCE AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF FLORENCE TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.**

A Series Ordinance making provision for the terms and conditions of combined Waterworks and Sewerage System Revenue borrowing of the City of Florence, South Carolina, authorized by a Bond Ordinance of the City of Florence adopted October 24, 1989, as amended; approving the financing of system improvements through the borrowing of not exceeding \$1,750,566 plus capitalized interest, if any, from the State Water Pollution Control Revolving Fund, by agreement with the South Carolina Water Quality Revolving Fund Authority pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended; providing for the agreement to make and to accept a loan, the execution and delivery of a loan agreement between the City of Florence and the South Carolina Water Quality Revolving Fund

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Authority, the execution and delivery of a promissory note from the City of Florence to the South Carolina Water Quality Revolving Fund Authority; and other matters relating thereto was passed on first reading.

Mayor Wukela stated this is the continuation of the matters pertaining to the City's acquisition of the Timmonsville water system and the improvements to that system. In addition to this Bill, there is also Resolution 2014-12 that is on today's agenda. These two documents are the first of the loans and loan forgiveness that the City is receiving to continue the work in Timmonsville. The reason these documents are coming before Council at this time is, prior to being able to take these loans and receive these grants, the City must demonstrate to the South Carolina Revolving Fund (SRF) that there are designs and engineering and that the City is prepared to move forward. The City now has the designs and engineering and is prepared to move forward. Bill No. 2014-31 represents a loan to fund this part of the construction, and the Resolution is a grant, or loan forgiveness for the same segment of the construction. This is the next step and as design and engineering continues, and construction and repairs continue, Council will continue to see elements of these loans and grants come forward for finalization. As previously stated by Council, the necessary funds have already been committed by the State and the EDA and the other entities that are providing these loans and grants.

Mayor Pro tem Brand made a motion to pass Bill No. 2014-31 on first reading. Councilwoman Williams-Blake seconded the motion. The motion passed unanimously.

**BILL NO. 2014-32 – FIRST READING**  
**AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF FLORENCE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015 TO ESTABLISH THE OPERATING MILLAGE DUE TO COUNTYWIDE PROPERTY REASSESSMENT.**

An Ordinance to amend the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2014, and ending June 30, 2015 to establish the operating millage due to countywide property reassessment was passed on first reading.

Mayor Wukela stated that periodically the County Tax Assessor reassesses the property values in the entire county, including the City of Florence. In this instance, the new assessment was marginally higher than the previous assessment. The assessed value for 2014 without growth and vehicle taxes is \$141,761,417, which represents a 1.96% increase over last year.

As a result of state law, it is now incumbent upon Council, as policymakers to determine the millage given that new assessment. Applying the City's current operating millage of 53.7 to this new marginally higher reassessment it would generate marginally higher revenue in the amount of about \$88,000. It then falls to City Council to determine whether this additional revenue should be added into the budget or whether the millage should be decreased to maintain the current level of revenues or do something else.

Mayor Pro tem Brand made a motion to set the millage rate at 52.8 mills in order to generate the same amount of revenue as is currently be generated, with the understanding that during the intervening time period, staff will look at the needs, particularly the needs for merit or salary adjustments and the needs of the parks, the community and the special needs children. Councilman Willis seconded the motion.

Councilman Robinson made a motion to amend the principal motion that the millage rate be set at 53.7 mills, the current operational millage, (which will generate approximately \$88,000 in additional revenue) and to focus on the same needs as described in the principal motion. Councilwoman Williams-Blake seconded the motion.

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AUGUST 11, 2014 – PAGE 7**

Voting aye on the motion to amend were Councilman Hill, Councilwoman Ervin, Councilman Robinson and Councilwoman Williams-Blake.

Voting nay on the motion to amend were Mayor Wukela, Mayor Pro tem Brand and Councilman Willis.

The motion to amend passed with a vote of 4-3.

Voting aye on the amended principal motion were Councilman Hill, Councilwoman Ervin, Councilman Robinson and Councilwoman Williams-Blake.

Voting nay on the amended principal motion were Mayor Wukela, Mayor Pro tem Brand and Councilman Willis.

The amended principal motion passed with a vote of 4-3.

**BILL NO. 2014-33 - FIRST READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY BRENDAN AND MALLORY BARTH, TAX MAP NUMBER 00984-01-025, AND ZONE SAME PROPERTY R-1, SINGLE FAMILY RESIDENTIAL.**

An Ordinance to annex property owned by Brendan and Mallory Barth, Tax Map Number 00984-01-025, and zone same property R-1, Single Family Residential was passed on first reading.

Councilman Willis made a motion to pass Bill No. 2014-33 on first reading. Councilwoman Ervin seconded the motion.

Mr. Phillip Lookadoo, Director of Urban Planning, Research and Development reported to Council that this is a request to annex 2715 Trotter Road. City water and sewer services are currently available and there is no cost to extend utility services. A Public Hearing was held at the July 8, 2014 Planning Commission meeting. The Planning Commission members present voted 6-0 to recommend the zoning request of R-1, Single Family Residential District upon annexation of the property.

The motion passed unanimously.

**BILL NO. 2014-35 – FIRST READING**

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

An Ordinance to amend Planned Development District Ordinance 2008-37 Site Plan was passed on first reading.

Councilman Willis made a motion to pass Bill No. 2014-35 on first reading. Councilman Hill seconded the motion.

Mr. Phillip Lookadoo, Director of Urban Planning, Research and Development reported to Council that in August 2008, City Council adopted an Ordinance that annexed a lot owned by The Presbytery Home of South Carolina and zoned the property Planned Development District (PDD).

This Ordinance was accompanied by a site plan illustrating the location of structures and parking lots as well as the proposed uses and setback requirements.

The Presbytery Home of South Carolina would like to amend PDD Ordinance 2008-37 to allow the construction of a twenty five bed nursing care facility to be approximately 14,489 square feet and located immediately to the east of the existing nursing care facility.

The Planning Commission has met and they voted unanimously to approve the recommendation of the amendment to the Planned Development District.

The motion passed unanimously.

**INTRODUCTION OF RESOLUTIONS**

**RESOLUTION NO. 2014-12**

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

A Resolution authorizing and approving the acceptance of certain loan assistance monies from the South Carolina Water Quality Revolving Fund Authority; authorizing the Mayor to execute that certain loan assistance agreement between the City of Florence and the South Carolina Water Quality Revolving Fund Authority; and other matters related thereto was adopted by Council.

Mayor Pro tem Brand made a motion to adopt Resolution No. 2014-12. Councilman Willis seconded the motion, which carried unanimously.

**RESOLUTION NO. 2014-13**

**A RESOLUTION TO AMEND RESOLUTION NO. 2013-26 APPROVING A CHANGE TO THE INCENTIVE PACKAGE FOR THE OLD ROYAL KNIGHT BUILDING IN ORDER TO CHANGE THE STRUCTURE OF THE CONDITIONAL GRANT TO BRING IT IN LINE WITH THE NEW NUMBERS ON COSTS OF STABILIZATION AND TO REQUIRE THE RECIPIENT OF THE CONDITIONAL GRANT TO ACTIVELY SEEK INVOLVEMENT OF MINORITY OWNED ENTITIES IN ACTIVITY GENERATED BY INCENTIVIZED CONSTRUCTION ACTIVITY.**

A Resolution to amend Resolution No. 2013-26 approving a change to the incentive package for the old Royal Knight building in order to change the structure of the Conditional Grant to bring it in line with the new numbers on costs of stabilization and to require the recipient of the Conditional Grant to actively seek involvement of minority owned entities in activity generated by incentivized construction activity was adopted by Council.

Mayor Wukela stated this is the Conditional Grant agreement pertaining to the Incentive Package for the Royal Knight building. Council voted at the last City Council meeting to direct staff to prepare this Resolution with instructions that it be prepared with the numbers that reflect the actual construction stabilization that was previously agreed to. In addition, Councilman Robinson made a motion to reflect that the minority solicitation practices that are present in the city's procurement policy as well as that of the State Revolving Fund Loan and other entities, be a part of this Resolution.

Mayor Pro tem Brand made a motion to adopt Resolution No. 2014-13. Councilwoman Williams-Blake seconded the motion. The motion passed unanimously.

**REPORTS TO COUNCIL**

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

**ACCOMMODATIONS TAX ADVISORY COMMITTEE**

Appointments to this Committee were deferred.

**CITY OF FLORENCE PLANNING COMMISSION**

Mayor Pro tem Brand made a motion to appoint Ms. Jennifer Edwards to complete the unexpired term of Mr. Ron Moore on the City of Florence Planning Commission. Councilman Willis seconded the motion. The motion passed unanimously.

Ms. Jennifer Edwards was appointed to serve on the City of Florence Planning Commission for a term to begin immediately and end June 30, 2015.

**CIVIC CENTER COMMISSION**

Councilman Robinson made a motion to appoint Mrs. Sonyetta Cooper-Green to serve on the Civic Center Commission. Councilwoman Ervin seconded the motion, which carried unanimously.

Mrs Cooper-Green was appointed to serve on the Civic Center Commission for a term to begin immediately and end June 30, 2018.

**HISTORICAL COMMISSION**

Appointments to this Commission were deferred.

**HOUSING AUTHORITY OF FLORENCE**

Mayor Wuklea made a motion to reappoint Ms. Felicia Smith to serve on the Housing Authority of Florence. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Ms. Felicia Smith was reappointed to serve on the Housing Authority of Florence for a term to begin immediately and end June 30, 2019.

**PARKS AND BEAUTIFICATION COMMISSION**

Appointments to this Commission were deferred.

**VETERANS PARK COMMITTEE**

Appointments to this Committee were deferred.

**COUNCILMAN ROBINSON – A REPORT ON CHILDHOOD PROVERTY**

Councilman Robinson requested to defer this report.

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**EXECUTIVE SESSION**

Councilman Hill made a motion to enter into Executive Session. Councilwoman Ervin seconded the motion, which carried unanimously.

Council entered into Executive Session at 2:39 p.m.

(Councilman Willis left the meeting at 2:44 p.m.)

Mayor Wukela reconvened the regular meeting at 3:15 p.m.

Mayor Wukela stated that legal and contractual matters were discussed in Executive Session. No action was requested and no action was taken.

**ADJOURN**

Councilman Hill made a motion to adjourn the meeting. Councilwoman Ervin seconded the motion. The meeting was adjourned at 3:15 p.m.

Dated this 8<sup>th</sup> day of September, 2014.

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

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

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
MONDAY, AUGUST 18, 2014 - 3:00 P.M.  
SURFACE WATER TREATMENT FACILITY  
2598 FLORENCE HARLLEE BLVD.  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT:** Mayor Wukela called the special meeting to order at 3:12 p.m. with the following members present: Mayor Pro tem Buddy Brand; Councilman Robby Hill; Councilwoman Teresa Ervin; Councilman Edward Robinson; Councilwoman Octavia Williams-Blake; and Councilman Glynn Willis.

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

Notice of this special meeting was sent to the media informing them of the date, time and location of the special meeting.

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

**INVOCATION**

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

**ORDINANCES IN POSITION**

**BILL NO. 2014-32 – SECOND READING**

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

An Ordinance to amend the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2014, and ending June 30, 2015 to establish the operating millage due to countywide property reassessment was adopted on second reading.

Councilwoman Ervin made a motion to adopt Bill No. 2014-32 on second reading. Councilwoman Williams-Blake seconded the motion.

Voting aye were Councilman Hill, Councilwoman Ervin, Councilman Robinson and Councilwoman Williams-Blake.

Voting nay were Mayor Wukela, Mayor Pro tem Brand and Councilman Willis.

**WORKSESSION**

**City of Florence Neighborhood Revitalization Strategy**

Mayor Wukela stated that for some time the consultant group, APD has been in the City of Florence looking at issues affecting our neighborhoods and gathering facts. APD will be presenting this information to Council at today's worksession.

Mr. Drew Griffin, City Manager introduced Mr. Jesse Wiles, President of APD. The expectation for today's meeting is for Mr. Wiles to bring Council and staff to the point where they are today with this project. Mr. Wiles will present project recommendations and some catalytic areas that they believe will push a redevelopment project. Council and staff will soon be looking at the true policy decision that the City will be facing in order to see that these activities occur.

Mr. Wiles stated that what they try to bring to the table is an approach to planning, either the stabilization or revitalization of a neighborhood from the prospective of what it will take to attract the private sector to the neighborhoods, how do you leverage public funds, taking more of an implementation approach as a part of the planning approach.

In terms of the approach to the project, APD has taken a look at the previous plans and also the neighborhood demographics; who lives in the neighborhoods now with the existing conditions, reviewed the infrastructure and conditions that are currently there and looked at best practices. The outcome from this is two-prong. The first is to suggest one or two catalytic projects for the identified neighborhoods: North, East and Northwest. These projects would be designed to jump start other reinvestment efforts at some later time. Secondly, there is the element of human capital, which simply means that it is important to acknowledge that there are residents in these neighborhoods that will need extra help in order to get from point A to point B. There will be support systems in place that are designed to build to capacity the residents that are currently living in the neighborhoods. The plan is to work with the existing residents and understanding their needs and putting some mechanisms, support systems and resources in place to help them move along and advance in life. A look at the current demographics produced the following information:

**Neighborhood Demographics**

- The project area lost 7% (1200) of its population between 2000-2013, while the city gained 15% (3700)
- 29% of the project area population is 19 or younger, 56% between 20 and 64, and 15% over 65
- 44% of the project area population 16+ is employed, 10% lower than the City of Florence
- 11% of population has earned a bachelor's degree or higher
- There are 5400 households in the project area: with 55% renter occupied
- The median household income is \$23,700, compared to the City of Florence at \$42,100

There are over 500 abandoned and vacant houses in the project area and 298 vacant lots.

Mr. Wiles stated they also look at the ongoing projects in the city. The completed projects include: Stormwater Management Project; mapping of vacant and abandoned properties and community assets. Upcoming projects include: Proposed streetscape enhancements and street lighting projects. APD uses this information to leverage that resource with the work they are trying to do.

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Mr. Wiles stated that it is important to understand what the market position is within these neighborhoods to help plan the strategy.

Mr. Russell Archambault, of RKG Associates, Inc. stated that understanding where the neighborhoods fit into the market place means everything to the ability to be successful and to carry out the implementation strategy. A retail market analysis was conducted looking at the retail market and retail/supply demand. This was accomplished by taking the mid point on a map of the three neighborhoods and identifying who is living within a 1 and 3 mile radius, who is doing business there and where are opportunities being missed that could be met, if thought about differently, or were able to attract businesses over time.

**Retail Market Analysis**

- Compares existing household and downtown worker (a.k.a. commuters) demand for retail goods within a 1 mile and 3 mile radius from the center of Florence to retail sales within those areas.
- Existing businesses were inventoried and mapped to determine retail concentrations.
- Traffic count data was gathered to determine major transportation routes.
- Where sales did not meet existing demand, the amount of supportable additional square feet was determined based on anticipated ability for those businesses to recapture sales.

**Retail Supply/Demand Findings**

- Over half of existing retail sectors within 1 mile of the center of Florence are under performing and sales are not meeting existing demand.
- At 3 miles, most retail stores over perform, except for 7 of 24 retail sectors that also under perform at the 1 miles radius.
- Due to large retail centers, including Magnolia and Florence Mall at the intersection of Interstate 20 and W. David H. McLeod Boulevard, retail sales exceed demand in all sectors within 5 miles of the center of Florence.

One thing to look at is certain retail/service categories to see how the needs of those neighborhoods are being served. We started to map some of the things that people need day to day in their lives, such as dry cleaning establishments, pharmacy establishments, grocery stores, and entertainment establishments. Data was collected for a 1 mile radius and a 5 miles radius from the center of Florence.

**Retail Opportunities**

- Retail inventory demonstrates that little retail development has occurred in the Project Area.
- Development of supportable retail will most likely take place outside the Project Area, along major traffic corridors.
  - \* W. Lucas Street
  - \* W. Palmetto Street
  - \* S. Irby Street and N. Irby Street

- Retail Sectors
  - \* Health and Personal Services
    - \* Pharmacies and Dry Cleaners
    - \* 1 mile radius
  - \* Restaurants
    - \* Full-Service
    - \* 1 mile radius
  - \* Grocery Stores
    - \* One store within 1 mile radius that might consolidate the sales of several smaller markets and small groceries
  - \* Additional Retail Opportunities
    - \* Electronics and Appliance Stores, Lawn & Garden Equipment
    - \* General Merchandise Store
    - \* Sporting Goods/Hobby Stores
    - \* Office Supplies, Stationery and Gift Stores

Another issue to try and understand better is the whole issue of how does the housing stock match up with the people who are living in these neighborhoods.

#### **Housing Affordability – Ownership**

- Most ownership housing units in the project area are valued at or below \$176,901. Many households can afford these housing units with a conventional and FHA loan.
- Almost half, 49%, of ownership households in the Project Area earn \$36,600 gross income annually or less.
- There is a surplus of owner-occupied housing units that are affordable for lower income households.
- Shortages in supply owner-occupied housing for moderate and middle income households.

The analysis shows that there is a market of individuals in these neighborhoods who could spend more and buy bigger and/or more expensive houses. However, those units are not available for them in that community. So their choice is to live in a house that costs less than they would like to have and stay in the neighborhood or they can choose to leave the neighborhood.

There are hundreds of households that are spending below what they have the ability to pay. If housing stock can be provided that meet their needs there is a chance to keep those people in these neighborhoods. Where this comes in when formulating a program is, can a housing type be built that meets the need that is competitive with other neighborhoods in the city. It starts to introduce private market forces back into the neighborhood.

#### **Housing Affordability – Rental**

- The majority of rental housing units in the Project Area are available for at or less than \$815 per month, but almost half of these housing units have rents from \$510 - \$814 per month.

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- Most of the demand for rental housing is concentrated in households that earn at or below \$21,550 gross annual income or less.
- Shortages of rental units exist for lower and higher income households.

This is largely a 50/50 market. A little more than 50% of the people rent as opposed to owning. Residents making less than \$40,000 per year are experiencing a deficit of units that meet their need and they tend to go elsewhere.

**Project Area Housing Need and Supply County-Wide**

- Project Area has the greatest need for ownership units valued between \$140,730 and \$176,358.
- Less than 3,500 single family units in Florence County are valued within this range.
- 42% were built between 1985-2005; most of these, 812 units, built between 1995-2005.
- Timrod Park is the closest neighborhood outside the Project Area with units in this range.
- Concentrations of units valued from \$140,730 - \$176,358 within Florence County.
  - \* Subdivisions in the Southern part of the City of Florence
  - \* Subdivisions just outside of the City of Florence primarily to the Southwest and West.

Mr. Wiles reported that the process that APD has gone through is to take the existing conditions and things that the City is proposing to do; infrastructure work, we've taken into consideration the market research that has just been discussed and then we took a look at some of the other factors that influence where we should start this initiative. These are fairly large neighborhoods, with a relatively small amount of money to work with initially, even if you leverage the money it would still not be that much money. The \$3,000,000 that has been allocated is not a lot of money to try and redevelop the neighborhoods. You still have to figure out where you can start this intervention in such a way where you get the biggest bang for the buck and it starts to drive other interest in reinvesting in the neighborhood, whether it is by people who currently live in the neighborhood or builders and developers who may want to come into the area.

**Decision Making Matrix**

- Purpose – select neighborhood areas for stabilization and revitalization strategies.
- Site visits, existing conditions, and market analysis informed recommended locations.
- Decision Making Matrix recommends approaches for selected areas back on key criteria.
- Illustrating existing conditions through maps help inform how to prioritize housing development strategies and neighborhood development approaches.

The Decision Making Matrix is a process that APD tries to use to select the neighborhood or portions of the neighborhood where the intervention strategy may be stabilizing. This means, where are there portions or areas of the neighborhood that are tipping points, generally areas where there is some concentration of existing homeownership, where people have lived for a while and are at a point where you don't want the disinvestment to go any further. So you try to stabilize that area versus an area that has a lot of vacant property and vacant lots that shows the disinvestment is pretty obvious. That is an area

where you may want to go in and do a more aggressive type of revitalization. This information is mapped to help determine a good place to start.

### **Decision Making Matrix Criteria**

#### **Criteria for Selecting Stabilization Neighborhoods**

- Building Conditions:
  - \* Fair and Poor Condition=Possible Restoration Candidates
  - \* Dilapidated and Deteriorated: Possible demolition candidates
- Vacant lots in stable neighborhoods
- Vacant and abandoned properties in stable neighborhoods
- Foreclosed property in good condition
- Only minor zoning changes needed
- Infrastructure in place or improvements planned
- Homeownership rate

There are portions in each of the neighborhoods that fit these criteria. They are at a good point to intervene and stabilize the neighborhood in terms of where they are right now. In a portion of these neighborhoods, the stabilization approach will be the sufficient strategy to intervene. The stabilization strategy is designed to work with the existing residents.

### **Decision Making Matrix Criteria**

#### **Criteria for Selecting Revitalization Neighborhoods**

- Ability to assemble property for development
- Proximity to:
  - \* Transit – Walkability
  - \* Grocery Stores – Access to Food
  - \* Parks – Amenities
  - \* Schools – Access to Education
  - \* Funded or Recent Projects – Leveraging Funds
  - \* Major Corridors – Marketability
- Market Conditions
- Support of local partners

Then there is another significant portion of these three neighborhoods where the strategy is a little more aggressive and is referred to as the revitalization strategy. This is where you may need to go in and recombine lots, create new development patterns, introducing green space in addition to building lots and building types. In those potential development areas you are looking at more of the types of characteristics that would attract people into the neighborhood versus retaining people who are currently living there. The revitalization strategy is designed to bring new residents into the community or it would create opportunities for residents who have the buying power and want to stay in their neighborhood.

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There are about nine identified areas in the three neighborhoods that have opportunities to act as catalytic project areas. Each area within the three neighborhoods was assigned a label (Northwest = 1NW, 2NW, 3NW; North = 1N, 2N, 3N; and East = 1E, 2E, 3E) to identify that area and to enable APD to keep track of their work. APD reviewed the demographic characteristics from the existing conditions study that was conducted for each of the nine areas. They also did an analysis on the strengths, weaknesses, opportunities and threats for each of the areas as a way of trying to determine what strengths can be built on, what weaknesses will have to be addressed if those areas were catalytic project areas.

APD looked at the nine areas and assessed how many vacant lots, abandoned and foreclosed properties fell within each of those nine potential catalytic project areas. The same assessment was conducted on the proposed and completed projects and with the crime that has occurred in those areas.

When each of the nine areas were thoroughly assessed using the Design Making Matrix, APD was basically looking for where would be the best place to start that would show reinvestment and changes occurring in the neighborhood, whether from the stabilization strategy or the revitalization strategy, in the shortest period of time and will have the greatest amount of impact. The following shows the results of that assessment:

- 1E and 2E - Top-three Revitalization score and a good Stabilization score
- 3N - Top-three Stabilization score and a strong Revitalization score
- 2NW – Top-three Stabilization score and a good Revitalization score
- 3NW – Good Stabilization and Revitalization scores, plus provides direct connectivity between 2NW and the proposed development along Irby Street

All of these areas showed different characteristics that would suggest that if APD started here, that after a year to eighteen months of concentrated intervention, it would show there is impact occurring within the area. These are not necessarily the worst areas in the City, but they are areas where it is believed that some dynamic change can occur in a relatively short period of time. It is designed to set the stage where that success can be extrapolated to other parts of the community. Strengths, weaknesses, opportunities and threats were evaluated for each of the proposed catalytic project sites.

## **INITIAL STRATEGIES**

### **Stabilization Strategy: Introduction**

Each of the three target neighborhoods (East, North and Northwest) outlines a three pronged approach that addresses safety, existing resident, land banking, property acquisition and property management.

- **Safety as a Stabilization Strategy:** Code Enforcement is a key component to the safety stabilization strategies. Keeping existing homeowners in their homes and in the neighborhood.
- **Capacity Building for Existing Residents:** Existing residents must take on the responsibility of encouraging each other to sustain the city's public investment.
- **Land Banking & Property Acquisition/Property Management:** Expands the ability of developers to attach a broader footprint.

**Stabilization Strategy**

These are suggested strategies to support stabilizing neighborhoods.

<b>STABILIZATION STRATEGY</b>	<b>APPLICABLE PROGRAMS</b>	<b>RECOMMENDATIONS/ PLAN OF ACTION</b>
	<b>Code Enforcement</b>	<ul style="list-style-type: none"> <li>*Increase funding to support increased code enforcement action and demolition/deconstruction of vacant building</li> <li>*Support existing homeowner and rental rehab repair programs</li> <li>*Establish 3 year goal to reduce non-compliant parcels</li> </ul>
<b>SAFETY</b>	<b>Homeowner Rehab Program</b>	<ul style="list-style-type: none"> <li>*Target homeowners located in target neighborhoods</li> <li>*Provide financial for homeowner to repair code violations</li> </ul>
	<b>Rental Rehab Program</b>	<ul style="list-style-type: none"> <li>*Provide financial incentives for small investors to repair code violations conditioned on renting to lower income families</li> </ul>
	<b>Tax Abatement</b>	<ul style="list-style-type: none"> <li>*Commit to not increasing property tax until property is sold or transferred to a new owner</li> </ul>

<b>STABILIZATION STRATEGY</b>	<b>RECOMMENDATIONS/PLAN OF ACTION</b>
<b>BUILDING CAPACITY OF EXISTING RESIDENTS</b>	<ul style="list-style-type: none"> <li>*Work with community leaders to learn how residents can contribute to implementing the neighborhood development plan.</li> <li>*The goal of the workshops is to strengthen community pride and mobilize leaders.</li> </ul>

<b>STABILIZATION STRATEGY</b>	<b>RECOMMENDATIONS/PLAN OF ACTION</b>
<b>LAND BANKING &amp; PROPERTY ACQUISITION/ PROPERTY MANAGEMENT</b>	<ul style="list-style-type: none"> <li>*Create a City of Florence Land Bank to acquire vacant and abandoned property located within the designated Priority Project Areas.</li> <li>*Create a land/building conveyance policy.</li> </ul>

Councilman Robinson expressed his concerns with the potential of residents being displaced in these neighborhoods. Mr. Wiles stated he would be hesitant to say that this would not happen at all but believes a way to minimize this from happening is to increase the supply of quality affordable housing to have a lot of vacant land and vacant houses in the neighborhood to absorb a lot of the population without impacting one single resident. If a stabilization strategy is followed in areas that are presently fairly stable now, designed to keep residents there, that should be the leading strategy associated with this project followed by a revitalization strategy where there are contiguous vacant, abandoned lots and

houses. The first thing you must do is stabilize the existing neighborhood before you revitalize the neighborhood. If that strategy is following then there is a chance to manage potential displacement. Not necessarily to prevent it but to manage it and at the same time educating the residents so they know what is getting ready to occur in their neighborhood and how they can be a part of it.

### **Feedback From Community Engagement**

#### **Types of comments heard:**

- Important to preserve and protect historic resources
- Safety is a concern in the neighborhoods including lighting, crime reduction, and code enforcement.
- Revitalization should have minimal impact on existing residents, especially homeowners and the elderly.
- Interest in stabilizing the community with restoration projects, assistance to homeowners, etc.
- Improve the overall environment including sidewalks, street lighting and street trees.
- Comments were categorized into three general areas of concern:
  - \* Problem with vacant and abandoned properties
  - \* Protection of historic locations
  - \* Infrastructure concerns
- Discussions validated the initial goals brought forward by the Neighborhood Action Plan specifically issues of infrastructure, vacant and abandoned building and code enforcement.
- Neighborhood improvement efforts must take into consideration: affordability, homeowner rehab, restoration of historic property, stabilization, and capacity building.

Mr. Wiles stated that feedback and community engagement has been an intentional part of this process to make sure, not only in the public meetings but also one-on-one engagement with the stakeholders and residents who live in the community, to obtain feedback on some of their concerns and how we might address their concerns.

In summary, Mr. Griffin stated that the current market of housing within these neighborhoods is structurally flawed and without intervention they will remain structurally flawed. The City will continue to have a downward push in blighting influences which will overall have a very negative impact on our community, both from a social cultural perspective, as well as an economic development perspective. There are individuals who have the ability to buy much more expensive homes than the ones they are living in but they have chosen to live within their neighborhood. It would be rewarding to create the opportunity for people who want to come home and live in their neighborhood to have options to keep them there.

### **ADVISORY NEIGHBORHOOD IMPROVEMENT BOARD**

The board members for the newly created Advisory Neighborhood Improvement Board were in attendance for the Worksession and introduced themselves to City Council and staff.

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**ADJOURN**

Councilwoman Ervin made a motion to adjourn the meeting. Without objection, the meeting was adjourned at 5:29 p.m.

Dated this 8<sup>th</sup> day of September, 2014.

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

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

**FLORENCE CITY COUNCIL MEETING**

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

**I. ISSUE UNDER CONSIDERATION**

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

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

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

**III. POINTS TO CONSIDER**

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

**IV: STAFF RECOMMENDATION**

Approve and adopt the proposed ordinance.

**IV. ATTACHMENTS**

The series ordinance and related documents are attached.



Thomas W. Chandler  
Finance Director



Andrew H. Griffin  
City Manager

A SERIES ORDINANCE

MAKING PROVISION FOR THE TERMS AND CONDITIONS OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BORROWING OF THE CITY OF FLORENCE, SOUTH CAROLINA, AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF FLORENCE ADOPTED OCTOBER 24, 1989, AS AMENDED; APPROVING THE FINANCING OF SYSTEM IMPROVEMENTS THROUGH THE BORROWING OF NOT EXCEEDING \$1,750,566 PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF FLORENCE AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF FLORENCE TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

SECTION 1.1. Findings of Fact. As an incident to the adoption of this Series Ordinance, the City Council ("City Council") of the City of Florence, South Carolina (the "City") has made the following findings:

(a) The City of Florence is a municipality created pursuant to the laws of the State of South Carolina and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to undertake a wastewater treatment and disposal project as defined and approved pursuant to the Federal Clean Water Act, 33 U.S.C.A. subsection 1381 et seq.; (ii) to make application for and to receive assistance; (iii) to comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund created by the Act; (iv) to apply for and receive state grants; (v) to enter into loan agreements; and (vi) to comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapter 17, Code of Laws of South Carolina, 1976, as amended, permits the incurring of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of revenues derived from the operation of the Combined Waterworks and Sewerage System (the "System") of the City.

(c) By ordinance entitled AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO, adopted on October 24, 1989, as amended (the "Bond Ordinance"), City Council made provision for the issuance from time to time of Combined Waterworks and Sewerage System Revenue Bonds of the City payable from revenues derived from the operation of the System.

(d) The revenues derived from the System are now hypothecated and pledged to the payment of the following:

(1) the outstanding installments of a \$2,767,997 South Carolina Drinking Water Revolving Loan Fund Loan dated May 10, 1999.

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

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

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

(5) the outstanding installments of a \$18,808,277 South Carolina Water Quality Revolving Fund Loan dated June 25, 2009.

(6) the outstanding installments of an original issue of \$31,005,000 Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2010A, dated May 4, 2010.

(7) the outstanding installments of an original issue of \$67,995,000 Combined Waterworks and Sewerage System Capital Improvement Revenue Bonds, Series 2010B (Build America Bonds – Taxable Series), dated May 4, 2010.

(8) the outstanding installments of an original issue of \$4,926,000 Combined Waterworks and Sewerage System Refunding Revenue Bond, Series 2011, dated December 14, 2011.

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

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

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

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

The above-described borrowings in this paragraph (d) (1) through (10) are hereinafter referred to as the "Parity Bonds."

(e) The City has determined to defray the cost of the capital improvements described in attached Exhibit A (the "Project") through the borrowing authorized herein. The Project will be part of the System.

(f) On May 12, 2014, City Council adopted a Resolution authorizing application to the South Carolina Water Quality Revolving Fund Authority (the "State Authority") for a loan from the State Water Pollution Control Revolving Fund created by the Act (the "Loan"), to provide for the financing of the Project.

(g) On July 25, 2014, the State Authority upon review of the City's loan application conditionally approved the Loan.

(h) The Bond Ordinance provides that a Series Ordinance shall be adopted with respect to each Series of Bonds which Series Ordinance shall express the approval of City Council to the issuance of a Series of Bonds and City Council's agreement to abide by the terms, provisions and agreements set forth in the Bond Ordinance and shall specify and determine:

- (1) As prescribed by Section 6-17-60 of the Enabling Act, the then period of usefulness of the System;
- (2) The Date or Dates of Issue of such Series of Bonds;
- (3) The precise principal amount of the Series of Bonds;
- (4) The specific purposes for which the proceeds of such Series will be used;
- (5) The title and designation of the Bonds of such Series and manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;
- (6) The date or dates of maturity and the amounts thereof;
- (7) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series;
- (8) The time for the payment of interest on the Bonds in such Series and the Record Date;
- (9) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments;
- (10) The Registrar for such Bonds if other than the Trustee;
- (11) The portion of such Series that are serial Bonds and that are Term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Ordinance to be paid for the retirement of any such Bonds;
- (12) The portion of such Series that are Capital Appreciation Bonds, if any, including the time for payment of such Capital Appreciation Bonds in order to address the information requested in paragraphs (7) and (8) above.
- (13) Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;
- (14) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;

- (15) The form or forms for the Bonds of each Series;
- (16) That the then applicable Reserve Requirement has been or will be met;
- (17) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and
- (18) Any other provisions deemed advisable by the City not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

(i) The funds are to be loaned and secured pursuant to a loan agreement (the "Loan Agreement") between the City and the State Authority, and a promissory note executed and delivered by the City registered in the name of the State Authority (the "Note" or the "Bond"). Pursuant to the Loan Agreement, the City will agree to use the Loan proceeds only to pay the actual eligible costs of the Project, and the City will agree to pay to the State Authority such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Loan. To secure its obligations the City will grant to the State Authority a pledge of, and lien upon, all revenues derived from the operation of the System and all funds and accounts of the City derived from such revenues, which pledge is on a parity with the Parity Bonds and any additional bonds issued on a parity therewith.

Upon any failure of the City to make any payments to the State Authority pursuant to the Loan Agreement or the Note, the State Authority shall require the State Treasurer to pay to the State Authority, subject to the provisions of the Act, such amount from State appropriations to which the City may be or may become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

- (j) City Council is adopting this Ordinance in order to:
  - (a) authorize the execution and delivery on behalf of the City of the Loan Agreement and the Note;
  - (b) evidence the approval of the Project and the Loan by the City; and
  - (c) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this Ordinance.
- (k) The Bond Ordinance permits the issuance of further bonds on a parity with the Parity Bonds, on the following conditions. Capitalized terms used herein shall have the meanings ascribed thereto in the Bond Ordinance.

(1) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Prior Lien Bonds, Bonds or Junior Lien Bonds then Outstanding;

(2) There shall be on deposit in each Debt Service Reserve Fund established pursuant to any Series Ordinance the amount then required to be on deposit therein by the provisions of such Series Ordinance; and

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

It is specifically found that the Note, whose issuance is herewith provided for, is issued as a Bond under the Bond Ordinance and for purposes permitted by and in full compliance with all of the provisions set forth in the Bond Ordinance and that the Note will be on a parity with said Parity Bonds. It is further found that the commitment from the State Authority to purchase the Note is for an amount not to exceed \$1,750,566 plus capitalized interest, if any. The final amount of the borrowing as well as the dates on which principal and interest payments will be made and the amount of such payments are subject to revision as construction proceeds. The final terms and conditions of the borrowing will be set forth in the Loan Agreement attached hereto as Exhibit B which terms and conditions are incorporated herein.

NOW THEREFORE BE IT ORDAINED BY COUNCIL IN MEETING DULY ASSEMBLED:

- (1) The useful life of the System is found to be 40 years.
- (2) The Date of Issue of the Note is to be no later than September 30, 2014, and the actual date of issue of the Note will be as set forth in a certificate to be delivered by the Mayor and contained in the final Note.
- (3) The Note shall be in the original principal amount of not exceeding \$1,750,566 plus capitalized interest, if any, and the actual principal amount of the Note will be as set forth in the Agreement.
- (4) The proceeds of the Note shall be used to defray the cost of the Project described in attached Exhibit A;
- (5) The Note shall be designated City of Florence, South Carolina, Combined Waterworks and Sewerage System Revenue Bond, Series 2014, and shall be issued in the denomination of the final principal amount borrowed and shall be numbered 1.
- (6) The date of maturity and amounts thereof shall be as set forth in the Loan Agreement. Inasmuch as the final principal amount may be reduced to reflect lower than anticipated construction costs, any changes to the principal amount to provide for a reduction in the amount borrowed shall be permitted and shall be evidenced by the City's execution of the Loan Agreement, as it may be amended from time to time.
- (7) The interest rate on the Note and the time for the payment of interest and the Record Date shall be as set forth in the Loan Agreement.
- (8) The Note is subject to prepayment in whole or in part together with any accrued interest thereon at any time without penalty or premium; all such prepayments shall be applied against principal installments due on the Note in inverse order of maturity.
- (9) The Registrar for the Note shall be the Trustee under the Bond Ordinance.

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

(11) The Note shall be substantially in the form attached to the Loan Agreement.

(12) Provision for the Reserve Requirement shall be made by the deposit in the Debt Service Reserve Fund established as permitted by the Bond Ordinance of an amount necessary to satisfy the Reserve Requirement as set forth in the Loan Agreement.

(13) The proceeds of the Note shall be applied to defray the cost of the Project.

(14) The proceeds of the Note shall be disbursed in accordance with the requirements of the Loan Agreement.

## ARTICLE II

### THE LOAN

SECTION 2.1. Authorization of Loan. Council hereby authorizes the City's acceptance of the Loan from the State Authority of not exceeding \$1,750,566 plus capitalized interest, if any, pursuant to and in accordance with, the provisions of the Loan Agreement.

SECTION 2.2. Repayment of Loan by the City. Council hereby authorizes the repayment of the Loan by the City to the State Authority from revenues of the System or, if said revenues are not sufficient, from state appropriations as the City may become entitled pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

## ARTICLE III

### LOAN AGREEMENT AND NOTE

SECTION 3.1. Authorization of Loan Agreement and the Note. The Loan Agreement and the Note in substantially the forms attached hereto as Exhibit "B" with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Loan Agreement and the Note, on behalf of the City are hereby authorized and directed. The Loan Agreement and the Note shall be executed on behalf of the City by the Mayor and attested by the Clerk of Council (the "Clerk").

## ARTICLE IV

### MISCELLANEOUS

SECTION 4.1. Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Mayor and Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the shall deem necessary or desirable.

SECTION 4.2. Ordinance a Contract. This Ordinance shall be a contract between the City and the State Authority, and shall be enforceable as such against the City.

SECTION 4.3. Continuing Disclosure. The City covenants to file with the State Authority:

- (a) An annual audit, within thirty days of the City's receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenues of the System or the City's tax base.

SECTION 4.4. Effective Date. This Ordinance shall become effective upon receiving approval on second reading by Council.

DONE, RATIFIED AND ADOPTED THIS \_\_\_\_ day of September, 2014.

(SEAL)

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

Attest:

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

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

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by Council. The Ordinance was read at two public meetings of Council on August \_\_ and September \_\_, 2014. An interval of at least six days occurred between each reading. At each meeting, a quorum of Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

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

\_\_\_\_\_  
Clerk

## EXHIBIT A

### Description of the Project

The Project scope is comprised of the following four components:

#### Timmonsville Emergency Repairs

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

#### Timmonsville WWTP Intermittent Sand Filter Rehabilitation

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

#### Timmonsville 15-Inch Gravity Sewer

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

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

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

EXHIBIT B

Form of Loan Agreement and Note

**LOAN AGREEMENT**

**Governing**

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

**Purchased by**

**SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY**

Dated

September \_\_, 2014

relating to

Timmons ville Sewer System Rehabilitation – Phase 1

South Carolina Water Pollution Control Revolving Fund

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

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

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## LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the \_\_\_\_ day of September, 2014, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "*Authority*") and the CITY OF FLORENCE, a municipal corporation of the State of South Carolina (the "*Project Sponsor*").

### WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on October 24, 1989 entitled "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO", as

amended by Series Ordinances enacted by the Project Sponsor on April 12, 2010 and December 12, 2011 (the "*Master Bond Ordinance*");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

## ARTICLE I

### LOAN

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

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

#### SECTION 1.3. Disbursements.

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

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

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

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

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

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the "*Permit to Operate*"). No disbursement requests will be accepted more than one hundred eighty (180) days after the date of such Permit to Operate.

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

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

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the "*Payment Initiation Date*") is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in one hundred twenty (120) quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in the following Section 1.4.2. The Interest Rate is fixed for the term of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

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

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

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

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

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

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

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

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in one hundred twenty (120) quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

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

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

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

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

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

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred eightieth (180th) day following the date of the Permit to Operate issued by the Department for the Project; or

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

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

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

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

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

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

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE III

### COVENANTS

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

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

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

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

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

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

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

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

SECTION 3.5. Accounting and Auditing.

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

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto. A Single Audit Act audit (a "*SAA Audit*"), as required by OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year federal funds are disbursed to the Project Sponsor under CFDA Number 66.458. If the Project Sponsor conducts a SAA Audit when federal money disbursed from the Fund is less than the threshold required for such audit, the Project Sponsor shall submit to the Authority, within sixty (60) days of its completion, any findings and recommendations pertaining to money from the Fund contained in the SAA Audit.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority a copy of its latest long-term, unenhanced underlying rating, affirmation thereof, and any new or updated credit report on the System and/or any Parity Debt, as defined in Section 4.3.2 herein, from Standard & Poor's Rating Service, or its respective successors and assigns, ("*S&P*") or Moody's Investors Service, Inc., or its respective successors and assigns, ("*Moody's*"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks/reports, CreditWatch placements, ratings changes or downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

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

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

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money

derived from the System or signing checks on any bank accounts relating to the System;

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

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingent Fund.

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

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

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

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

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

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

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

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

percentage of the annual principal and interest on all debt paid from or secured by revenues of the System as the Project Sponsor shall have covenanted that its Net Earnings would meet with respect to other outstanding indebtedness of the System.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

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

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

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

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

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

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the

System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

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

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

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

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

ARTICLE IV  
ESTABLISHMENT OF FUNDS AND  
DISPOSITION OF REVENUES

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

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

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

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

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

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

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

4.2.1. Based on the Project Sponsor's receipt of a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "A" category from S&P or Moody's respectively, and from each, if both S&P and Moody's issued ratings, and the submission of such with its Loan application to the Authority, the Debt Service Reserve Fund requirement with respect to the Note (the "**Reserve Requirement**") shall initially equal zero and shall continue to be zero subject to provisions of the following Section 4.2.2. At such time as the Reserve Requirement is greater than zero as provided in Section 4.2.2, the Project Sponsor shall establish, and there shall be maintained, a Series 2014 Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") to provide a reserve for payment of principal of and interest on the Note.

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

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

(c) In the event the Reserve Requirement is ever increased as provided in Section 4.2.2(b), above due to a ratings downgrade or loss and is subsequently upgraded to the level established in Section 4.2.2 (a), then the Reserve Requirement shall revert to zero and any excess money in the Debt Service Reserve Fund shall be applied as provided in Section 4.4.3 hereof.

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

4.2.4. Prior to the delivery of this Agreement to the Authority, the Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to Section 4.2.1, funds in an amount, or investments permitted by Section 4.4.3 having a value, equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to Section 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to Section 4.2.1, funds in an amount equal to such increase in the Reserve Requirement.

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

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

4.3.2. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the Debt Service Fund. Simultaneously with making the monthly deposit in the Debt Service Fund required by this Section 4.3.2, the Project Sponsor shall deposit (a) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority from the South Carolina Drinking Water Revolving Loan Fund (the "**Drinking Water Fund**") relating to loan number 3-003-99-2110001-02 (the "**1999 Project Note**"); (b) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the South Carolina Infrastructure Facilities Authority relating to loan number 2-014-99 from the South Carolina Infrastructure Revolving Loan Fund (the "**2000A Project Note**"); (c) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number 3-008-00-2110001-01 from the Drinking Water Fund (the "**2000B Project Note**"); (d) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number 3-014-02-2110001-04 from the Drinking Water Fund (the "**2003 Project Note**"); (e) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number S1-121-09-378-19 from the Fund (the "**2009 Project Note**"); (f) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Revenue Bonds, Series 2010A (the "**2010A Revenue Bonds**"); (g) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Capital Improvement Revenue Bonds, Series 2010B (Build America Bonds – Taxable Series) (the "**2010B Revenue Bonds**"); (h) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Refunding Revenue Bond, Series 2011 (the "**2011 Revenue Bond**"); (i) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number X1-153-13-378-20 from the Fund (the "**2013A Project Note**"); (j) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number X1-157-13-378-21

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

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

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount necessary to fully meet the Reserve Requirement, and such deposits shall begin in the month following a ratings downgrade or loss and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

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

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

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

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

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

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

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

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

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note. If insufficient sums exist in the Debt Service Fund for any payment then due and no Debt Service Reserve Fund has been established, the Trustee shall immediately notify the Project Sponsor of the amount to be transmitted to the Trustee for the payment then due. If insufficient sums exist in the Debt Service Fund for any payment then due and the Debt Service Reserve Fund has been established, the Trustee shall transfer the amount needed for payment from the Debt Service Reserve Fund and the Trustee shall notify the Project Sponsor of the

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

4.4.3. Pending disbursement pursuant to this Section 4.4, money in the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of the Project Sponsor in Authorized Investments, as defined in the Master Bond Ordinance. Subject to the remaining provisions of this Section 4.4.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Whenever, and as of any date of calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the Reserve Requirement, such excess shall, at the direction of the Project Sponsor, either be used to effect partial prepayment of the Note, or shall be removed from the Debt Service Reserve Fund and transferred into the sub-account of the Debt Service Fund for payment of debt service on the Note; provided, if such excess is solely as a result of a reduction in the required level of the Reserve Requirement in accordance with Section 4.2.2, which excess shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over such excess in the Debt Service Reserve Fund to the Project Sponsor.

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

ARTICLE V

EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### REMEDIES

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### SECURITY

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

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

## ARTICLE VIII

### SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

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

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

(B) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)

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

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

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

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

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

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

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

(D) Pursuant to requirements of the Fiscal Year 2012 Federal Appropriations Act (PL 112-74), the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. (see Attachment #1)

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

ARTICLE IX

GENERAL CONDITIONS

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

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

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

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

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

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

If to the Project Sponsor:

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

Attention: City Manager

If to the Authority:

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

Attention: Patricia A. Comp

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FLORENCE

(SEAL)

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

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

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

Attest:

\_\_\_\_\_

Its \_\_\_\_\_

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

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

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

SCOPE OF WORK

Project Sponsor: City of Florence

Project Name: Timmonsville Sewer System Rehabilitation – Phase 1

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

The Project scope is comprised of the following four components.

**Timmonsville Emergency Repairs**

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

**Timmonsville WWTP Intermittent Sand Filter Rehabilitation**

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

**Timmonsville 15-Inch Gravity Sewer**

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

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

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

PROJECT BUDGET

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

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

SUBJECT TO REVISION PRIOR TO CLOSING

PROJECT SCHEDULE

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

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

SUBJECT TO REVISION PRIOR TO CLOSING

REPAYMENT SCHEDULE

Project Sponsor: City of Florence

Project Name: Timmons ville Sewer System Rehabilitation – Phase 1

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

Loan Amount: \$1,750,566

Payment Initiation Date: April 1, 2015

Interest Rate and Term:

First Payment Due Date: July 1, 2015

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

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

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 120 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Twenty Thousand Five Hundred Sixteen and 48/100 Dollars (\$20,516.48) each, followed by one installment in the amount of Twenty Thousand Five Hundred Sixteen and 56/100 Dollars (\$20,516.56), followed by 39 equal installments in the amount of Eight Thousand Nine Hundred Twenty and 90/100 Dollars (\$8,920.90), and one final installment in the amount of Eight Thousand Nine Hundred Twenty-One and 41/100 Dollars (\$8,921.41).

SUBJECT TO REVISION PRIOR TO CLOSING

LOAN CLOSING FEE

Project Sponsor: City of Florence

Project Name: Timmons ville Sewer System Rehabilitation – Phase 1

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

Loan Amount: \$1,750,566

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

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

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor: City of Florence

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

PROCUREMENT REQUIREMENTS

- I. Prior to construction contract award, the Project Sponsor shall:
  - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
    1. Local newspapers of general circulation.
    2. MBE/WBE publications.
    3. Statewide or regional newspapers of general circulation.
    4. The South Carolina Business Opportunities (SCBO).
  - B. Modify bid documents only by written addenda, which require prior Department approval.
  - C. Hold a public bid opening.
  - D. Utilize competitive sealed construction bids.
  - E. Require at least a five percent (5%) bid bond or certified check.
  - F. Require one hundred percent (100%) payment and performance bonds.
  - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
  - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
  - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
  - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
  - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
  - L. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
  - M. After bid opening, provide the Department with the following:
    1. Project Construction Summary Form (DHEC Form #3589).
    2. A certified copy of the advertisement with date(s) of publication.
    3. A copy of the Project Sponsor's Bidders List.
    4. Detailed bid tabulation certified by Project Sponsor's engineer.
    5. Proposal of successful bidder(s).
    6. Bid Bond with associated Power of Attorney.
    7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
    8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
    9. Davis-Bacon wage rate(s) used in bidding the project.

10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
  11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
  12. A copy of the prime contractor's Bidders List.
  13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
  14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
  15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
  16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
  17. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
  18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
  - B. Notice to Proceed.
  - C. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
  - D. Monthly Construction Inspection Reports.
  - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
  - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
  - B. Clear description of the change.
  - C. Cost and pricing data.
  - D. Documentation of negotiation.
  - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: City of Florence

Project Name: Timmonsville Sewer System Rehabilitation – Phase 1

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

None.

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

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

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

FOR VALUE RECEIVED, the City of Florence (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Loan Agreement (the "*Agreement*"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number 1-165-14-378-23, Timmonsville Sewer System Rehabilitation - Phase 1, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

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

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part, together with any accrued interest thereon, at any time without penalty or premium; all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof.

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

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

Payments shall be applied first to any late charge, then to interest, then to principal. There is no intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

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

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

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

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

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

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this \_\_\_\_ day of September, 2014.

CITY OF FLORENCE

[SEAL]

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

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

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

Attest:

\_\_\_\_\_

Its \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This Promissory Note is the obligation issued pursuant to the Project Sponsor's Master Bond Ordinance enacted October 24, 1989, as amended April 12, 2010 and December 12, 2011, and as authorized by the Project Sponsor's Series Ordinance enacted September \_\_\_\_, 2014.

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

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

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

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

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

Under the FY 2012 Federal Appropriations Act (PL 112-74), DB prevailing wage requirements were permanently applied to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a State drinking water revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

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

### 3. Contract and Subcontract Provisions

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

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

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

### 5. Compliance Verification

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

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** August 11, 2014

**AGENDA ITEM:** Ordinance  
First Reading

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

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**I. ISSUE UNDER CONSIDERATION:**

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

**II. POINTS TO CONSIDER:**

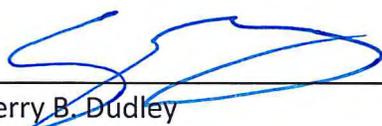
- (1) Request is being considered for first reading.
- (2) City water and sewer services are currently available; there is no cost to extend utility services.
- (3) A Public Hearing for zoning was held at the July 8, 2014 Planning Commission meeting.
- (4) Planning Commission members voted 6-0 to recommend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

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

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

**IV. ATTACHMENTS:**

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

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

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

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

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

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

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

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

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

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

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

1. That an Ordinance is hereby adopted annexing into the City Limits of the City of Florence the aforesaid property and amending the **Zoning Atlas** to the aforesaid zoning classifications.
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence and posting of this amendment in the official **Zoning Atlas**.

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

**Approved as to form:**

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

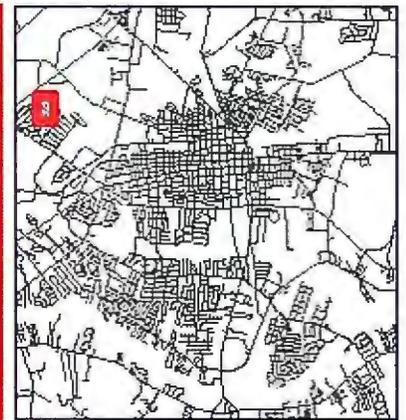
\_\_\_\_\_  
Stephen J. Wukela,  
**Mayor**

**Attest:**

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

# Location Map

## TMP 00984-01-025



### Legend

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



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

CITY OF FLORENCE COUNCIL MEETING

DATE: August 11, 2014  
AGENDA ITEM: First Reading, Ordinance to Amend PDD Ordinance 2008-37  
DEPARTMENT/DIVISION: Planning, Research & Development

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**I. ISSUE UNDER CONSIDERATION**

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

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

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

**III. POINTS TO CONSIDER**

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

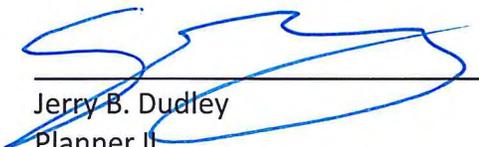
**IV. OPTIONS**

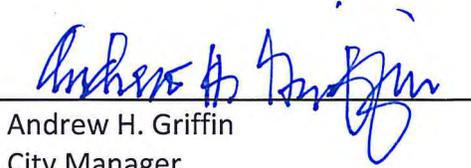
City Council may:

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

**V. ATTACHMENTS**

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

  
Jerry B. Dudley  
Planner II

  
Andrew H. Griffin  
City Manager

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

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

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

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

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

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

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

1. That an Ordinance is hereby adopted by amending Planned Development District Ordinance 2008-37 to update the development plan to allow the construction of a twenty-five bed nursing care facility to be approximately 14,489 square feet and located immediately to the east of the existing nursing care facility.
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence and posting of this amendment in the official Zoning Atlas.

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

Approved as to form:

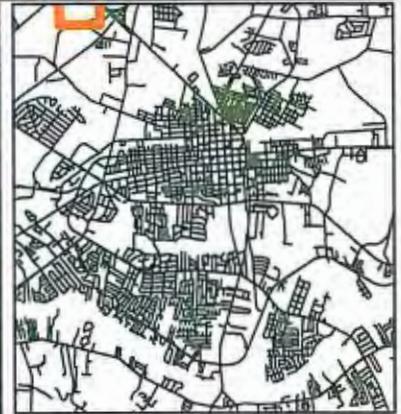
\_\_\_\_\_  
James W. Peterson, Jr.  
City Attorney

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

Attest:

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

# Location Map TMP 00121-01-019



### Legend

-  Parcels
-  RoadSegment



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





**VI. a.  
Resolution  
No. 2014-14**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** September 8, 2014

**AGENDA ITEM:** Introduction of Resolution No. 2014-14

**DIVISION/DEPARTMENT:** City Council

---

**ISSUE UNDER CONSIDERATION**

A Resolution to proclaim September, 2014 as National Infant Mortality Awareness Month

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

**RESOLUTION NO. 2014 - 14**

- Whereas,** The National Infant Mortality Awareness Month campaign has been designed to increase people's awareness of the high rates of infant deaths, and is led by the Pee Dee Healthy Start, Inc.; and
- Whereas,** September 2014, marks the annual National Infant Mortality Awareness Month campaign; and
- Whereas,** **The Healthy Start Project** in Florence County is one of nationally recognized infant mortality projects nationwide; and
- Whereas,** Since 1991, **The National Healthy Start Association (NHSA)** has been dedicated to reducing the incidence of infant mortality that is prevalent in many communities with large minority populations, high rates of unemployment and poverty and limited access to safe housing and medical providers; and
- Whereas,** Our Pee Dee Healthy Start, Inc. in Florence County has made a dramatic impact on the high rates of infant mortality that are prevalent in our communities, providing critical services to 809 women and their infants; and
- Whereas,** The National Infant Mortality Awareness Month campaign provides opportunities for our community to get involved and support Pee Dee Healthy Start in Florence SC.

**NOW THEREFORE, BE IT RESOLVED,** that the Florence City Council hereby proclaims September 2014 as

**National Infant Mortality Awareness Month**

**AND IT IS SO RESOLVED,** this 8<sup>th</sup> day of September, 2014.

**APPROVED AS TO FORM:**

---

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

---

**STEPHEN J. WUKELA**  
MAYOR

**ATTEST:**

---

**DIANNE M. ROWAN**  
MUNICIPAL CLERK

# VII. a. Appointments to Boards/Commissions

## FLORENCE CITY COUNCIL MEETING

**DATE:** September 8, 2014

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

**DEPARTMENT/DIVISION:** City Council

**I. ISSUE UNDER CONSIDERATION:**

Council will consider nominations for City Boards and/or Commissions

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

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

**III. ATTACHEMENTS:**

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

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

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

**Accommodations Tax Advisory Committee**

**One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Mr. Chad Patterson

Would like to be reappointed

Councilman Robinson

**Attachments:**

Letter of Interest from current board member

Applications Received



City of  
**FLORENCE**  
SOUTH CAROLINA

**CITY ADMINISTRATION**

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Mr. Chad Patterson  
820 Gregg Avenue  
Florence, SC 29501

Dear Mr. Patterson:

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

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

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

Sincerely,

Drew Griffin  
City Manager

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

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

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



APPLICATION FOR BOARDS AND COMMISSIONS  
CITY OF FLORENCE  
SOUTH CAROLINA

Board or Commission for which you are applying: <i>Any</i>			
Your Name (Last, First, Middle) <i>Raines Charles E.</i>		County <i>Florence</i>	Council District <i>#3</i>
Residential Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
Mailing Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	Zip Code <i>29501</i>
Your Occupation - Title <i>Restaurant / Part Owner</i>		Business Phone <i>843-245-9941</i>	Residence Phone <i>843-373-8398</i>
Employer Name <i>Struttin Turkey BBQ</i>		E-Mail Address <i>rainescharlie@hotmail</i>	
Employer Address <i>3051 S. Irby St.</i>		City <i>Florence</i>	Zip Code <i>29501</i>

General Qualifications

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

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

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

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

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

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

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

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

*Charles E. Raines*  
Signature

*5/8/13*  
Date

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

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

**Civic Center Commission**

**One Vacancy and One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Mr. Michael Scott Long

Would like to be reappointed

Councilman Brand

**Attachments:**

Letter of Interest from current board member

Applications Received



City of  
**FLORENCE**  
SOUTH CAROLINA

**CITY ADMINISTRATION**

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

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

Dear Mr. Long:

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

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

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

Sincerely,

Drew Griffin  
City Manager

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

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

Mr. Michael Scott Long



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

Board or Commission for which you are applying: <b>Board Member</b>			
Your Name (Last, First, Middle) <b>POSTON, KRISTY LELAND</b>	County <b>Florence</b>	Council District <b># 2</b>	
Residential Address <b>1126 Third Loop Rd Apt H</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>
Mailing Address <b>1126 Third Loop Rd Apt H</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>
Your Occupation - Title <b>Front Office Assistant</b>	Business Phone <b>843-674-1400</b>	Residence Phone <b>843-496-0304</b>	
Employer Name <b>Carolinas Medical Alliance</b>	E-Mail Address <b>kristymleland@gmail.com</b>		
Employer Address <b>805 Pamlico Hwy Suite B310</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>

**General Qualifications**

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

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

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

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

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

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

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

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

**Kristy Poston**  
 Signature

**03/28/2013**  
 Date

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

**FOR OFFICE USE ONLY**

Received:	<b>4-1-2013</b>
Appointed to:	
Date:	



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

Board or Commission for which you are applying: <i>Any</i>			
Your Name (Last, First, Middle) <i>Raines Charles E.</i>		County <i>Florence</i>	Council District <i>#3</i>
Residential Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>
Mailing Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>
Your Occupation - Title <i>Restaurant / Part Owner</i>		Business Phone <i>843-245-9941</i>	Residence Phone <i>843-373-8398</i>
Employer Name <i>Stuttin Turkey BBQ</i>		E-Mail Address <i>rainescharlie@hotmail</i>	
Employer Address <i>3051 S. Irby St.</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>

**General Qualifications**

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

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

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

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

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

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

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

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

*[Signature]*  
 Signature

*5/8/13*  
 Date

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

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

**Historical Commission**

**One Vacancy and Two Re/Appointments**

**Current Board Member**

**Councilmember to make  
Appointment**

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

Mr. Mark Buyck, III

Ms. Alberta Major

Would like to be reappointed

Did not return letter

Councilman Willis

Councilwoman Williams Blake

Councilman Hill

**Attachments:**

Letter of Interest from current board member

Applications Received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

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

Dear Mr. Dowis:

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

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

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

Sincerely,

Drew Griffin  
City Manager

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

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

Mr. William S. Dowis



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

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

Dear Mr. Buyck:

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

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

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

Sincerely,

Drew Griffin  
City Manager

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

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

Mr. Mark W. Buyck, III



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

Board or Commission for which you are applying: <b>Board Member</b>			
Your Name (Last, First, Middle) <b>POSTON, KRISTY LELAND</b>	County <b>Florence</b>	Council District <b>#2</b> <del>County Council #8</del>	
Residential Address <b>1126 Third Loop Rd Apt H</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>
Mailing Address <b>1126 Third Loop Rd Apt H</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>
Your Occupation - Title <b>Front Office Assistant</b>	Business Phone <b>843-674-1400</b>	Residence Phone <b>843-496-0304</b>	
Employer Name <b>Carolinas Medical Alliance</b>	E-Mail Address <b>kristymleland@gmail.com</b>		
Employer Address <b>805 Pumplico Hwy Suite B310</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>

**General Qualifications**

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

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

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

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

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

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

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

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

Kristy Poston  
Signature

03/28/2013  
Date

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

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



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

Board or Commission for which you are applying: <i>Any</i>			
Your Name (Last, First, Middle) <i>Raines Charles E.</i>		County <i>Florence</i>	Council District <i>#3</i>
Residential Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
Mailing Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	Zip Code <i>29501</i>
Your Occupation - Title <i>Restaurant / Part Owner</i>		Business Phone <i>843-245-9941</i>	Residence Phone <i>843-373-8398</i>
Employer Name <i>Struttin Turkey BBQ</i>		E-Mail Address <i>rainescharlie@hotmail</i>	
Employer Address <i>3051 S. Irby St.</i>		City <i>Florence</i>	Zip Code <i>29501</i>

**General Qualifications**

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

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

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

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

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

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

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

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

*Charles E. Raines*  
 Signature

*5/8/13*  
 Date

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

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

**Parks and Beautification**

**One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Ms. Bettie Ann McCrae

Would like to be reappointed

Councilman Robinson

**Attachments:**

Letter of Interest from current board member  
Applications Received



City of  
**FLORENCE**  
SOUTH CAROLINA

**CITY ADMINISTRATION**

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

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

Dear Ms. McCrae:

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

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

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

Sincerely,

Drew Griffin  
City Manager

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

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

Ms. Bettie Ann McCrae



APPLICATION FOR BOARDS AND COMMISSIONS  
CITY OF FLORENCE  
SOUTH CAROLINA

Board or Commission for which you are applying:  
Board Member

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

General Qualifications

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

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

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

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

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

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

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

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

Kristy Poston  
Signature

03/28/2013  
Date

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

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



APPLICATION FOR BOARDS AND COMMISSIONS  
CITY OF FLORENCE  
SOUTH CAROLINA

Board or Commission for which you are applying: <i>Any</i>			
Your Name (Last, First, Middle) <i>Raines Charles E.</i>		County <i>Florence</i>	Council District <i>#3</i>
Residential Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
Mailing Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	Zip Code <i>29501</i>
Your Occupation - Title <i>Restaurant / Part Owner</i>		Business Phone <i>843-245-9941</i>	Residence Phone <i>843-373-8398</i>
Employer Name <i>Struttin Turkey BBQ</i>		E-Mail Address <i>rainescharlie@hotmail</i>	
Employer Address <i>3051 S. Irby St.</i>		City <i>Florence</i>	Zip Code <i>29501</i>

General Qualifications

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

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

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

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

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

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

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

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

Signature

Date *5/8/13*

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

**Veterans Committee**

**One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Mr. Donnie Carter

Would like to be reappointed

Councilman Robinson

**Attachments:**

Letter of Interest from current board member

Applications Received



City of  
**FLORENCE**  
SOUTH CAROLINA

**CITY ADMINISTRATION**

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

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

Dear Mr. Carter:

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

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

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

Sincerely,

Drew Griffin  
City Manager

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

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

Mr. Donnie Carter



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

Board or Commission for which you are applying: <b>Board Member</b>			
Your Name (Last, First, Middle) <b>POSTON, KRISTY LEAND</b>		County <b>Florence</b>	Council District <b># 2</b> <del>County Council # 8</del>
Residential Address <b>1126 Third Loop Rd Apt H</b>		City <b>Florence</b>	State <b>South Carolina</b>
Mailing Address <b>1126 Third Loop Rd Apt H</b>		City <b>Florence</b>	Zip Code <b>29505</b>
Your Occupation - Title <b>Front Office Assistant</b>		Business Phone <b>843-674-1460</b>	Residence Phone <b>843-4916-0304</b>
Employer Name <b>Carolinas Medical Alliance</b>		E-Mail Address <b>kristymleand@gmail.com</b>	
Employer Address <b>805 Pamplico Hwy Suite B310</b>		City <b>Florence</b>	Zip Code <b>29505</b>

**General Qualifications**

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

Why would you like to serve?

**I am an up and coming family woman and young professional who can bring fresh ideas to the city**

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

**No**

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

**No**

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

**No**

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

**I attend community events and wish to be involved with more**

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

**to make the city more appealing and**

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

**Kristy Poston**  
Signature

**03/28/2013**  
Date

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

Board or Commission for which you are applying: <i>Any</i>			
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Mailing Address <i>1313 Jackson Ave</i>	City <i>Florence</i>	State <i>South Carolina</i>	Zip Code <i>29501</i>
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Employer Name <i>Struttin Turkey BBQ</i>	E-Mail Address <i>rainescharlie@hotmail</i>		
Employer Address <i>3051 S. Irby St.</i>	City <i>Florence</i>	State <i>South Carolina</i>	Zip Code <i>29501</i>

**General Qualifications**

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Signature *[Handwritten Signature]*

Date *5/8/13*

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