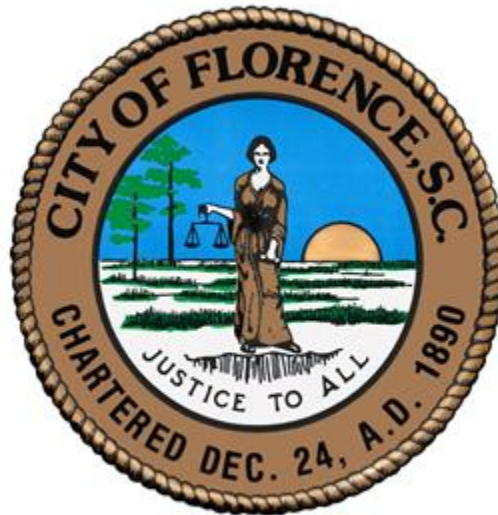


**REGULAR MEETING  
OF  
FLORENCE CITY COUNCIL**



**COUNCIL CHAMBERS  
324 W. EVANS STREET  
FLORENCE, SOUTH CAROLINA**

**MONDAY  
November 8, 2021  
1:00 P.M.**



**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, NOVEMBER 8, 2021 – 1:00PM  
CITY CENTER – COUNCIL CHAMBERS  
324 WEST EVANS STREET  
FLORENCE, SOUTH CAROLINA**

**I. CALL TO ORDER**

**II. INVOCATION**

Pledge of Allegiance to the American Flag

**III. APPROVAL OF MINUTES**

October 11, 2021 – Regular Meeting  
November 1, 2021 – Special Meeting

**IV. APPEARANCES BEFORE COUNCIL**

**a. Reverend Leo Woodberry**

To speak to Council on planting donated trees and a Cease Fire Zone.

**b. Mr. John Harrington**

To speak on the Alternative Program.

**V. ORDINANCES IN POSITION**

**a. Bill No. 2021-33 – Second Reading**

An Ordinance to enter into a Development Agreement between the City of Florence and the developer of “The Bluffs at Mill Creek” and zone RG-3, Residential General-3, pending annexation, 106 acres located at Redbud Lane and Howe Springs Road, identified as Florence County Tax Map Parcel 00152-01-021, and authorizing the City Manager to execute all documents associated therewith.

**b. Bill No. 2021-34 – Second Reading**

An Ordinance to rezone 257 North Coit Street from UR Urban Residential to DS Destination/Select Use; identified as Florence County Tax Map Parcel 90073-05-005.

**c. Bill No. 2021-35 – Second Reading**

An Ordinance to rezone 802 Cherokee Road, 806 Cherokee Road, 812 Cherokee Road, and 810 Congaree Road from NC-6.1 to NC-6.3; identified as Florence County Tax Map Parcels 90064-11-006, 90064-11-007, 90064-11-013, and 90064-11-012.

**VI. INTRODUCTION OF ORDINANCES**

**a. Bill No. 2021-12 – First Reading**

An Ordinance to annex and zone a portion of Lake Oakdale and the Lake Oakdale dam, identified as a portion of Florence County Tax Map Parcel 00751-01-049.

*(Note: The applicant has requested that this item be deferred.)*

**b. Bill No. 2021-37 – First Reading**

An Ordinance to declare surplus and donate a portion of city-owned property located at Florence County Tax Map Parcel 70012-20-002 in Timmons ville, SC to Florence County for the Timmons ville Rescue Squad.

**c. Bill No. 2021-38 – First Reading**

An Ordinance to rezone 517 West Sumter Street from NC-6.2 Neighborhood Conservation-6.2 to CBD Central Business District; identified as Tax Map Number 90072-07-001.

**d. Bill No. 2021-39 – First/Final Reading**

An Emergency Ordinance to replace the existing Emergency Ordinance 2021-30 in response to the COVID-19 emergency.

**VII. INTRODUCTION OF RESOLUTIONS**

**a. Resolution No. 2021-38**

A Resolution to proclaim Friday, December 3, 2021 as Arbor Day in the City of Florence.

**b. Resolution No. 2021-39**

A Resolution by the City of Florence recognizing November as “Native American Heritage Month.”

**c. Resolution No. 2021-40**

A Resolution to strongly encourage residents to vaccinate against COVID-19 and to test for COVID-19 before they gather with friends and family for the holidays.

**d. Resolution No. 2021-41**

A Resolution to allow the City of Florence to lease city-owned property located at 719 Walnut Street to the Pee Dee CAA Partnership as part of their homeless prevention program.

**e. Resolution No. 2021-42**

A Resolution pursuant to Section 10 of Emergency Ordinance No. 2021-30 to extend the emergency term and application of said Ordinance by an additional sixty (60) days.

**f. Resolution No. 2021-43**

A Resolution of City Council approving Downtown Redevelopment Grants for 2<sup>nd</sup> Quarter, FY22.

*(Note: To be discussed in Executive Session.)*

**VIII. REPORTS TO COUNCIL**

**a. Mr. Frank Rainwater – Executive Director, SC Department of Revenue and Fiscal Affairs**

To make a presentation regarding redistricting.

*(Note: To be discussed in Executive Session.)*

**b. Appointments to Boards and Commissions**

**IX. COMMITTEE REPORTS**

**a. Business Development Committee**

**b. Community Development Committee**

**c. Marketing and Public Relations Committee**

**X. EXECUTIVE SESSION**

**a. Discussion of matters relating to a proposed Economic Development Project [30-4-70(a)(5)].**

**b. To receive legal advice on redistricting [30-4-70(a)(2)].**

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

**XI. ADJOURN**



**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, OCTOBER 11, 2021 – 1:00 P.M.  
CITY CENTER – COUNCIL CHAMBERS  
324 WEST EVANS STREET  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT**

Mayor Teresa Myers Ervin, Mayor Pro Tempore George Jebaily, Councilwoman Pat Gibson-Hye Moore, Councilwoman Lethonia Barnes, Councilman Chaez T. McCall, Councilman Bryan A. Braddock and Councilman C. William Schofield.

**ALSO PRESENT**

Mr. Randall S. Osterman, City Manager; Mr. James W. Peterson, Jr., City Attorney; Mrs. Casey Moore, Municipal Clerk; Mr. Scotty Davis, Deputy City Manager; Mr. Clint Moore, Assistant City Manager of Development; Mr. Kevin Yokim, Assistant City Manager of Administration/Finance; Chief Allen Heidler, Florence Police Department; Chief Shannon Tanner, Florence Fire Department; Mr. Jerry Dudley, Director of Planning; Mrs. Jennifer Krawiec, Director of Human Resources; Mr. Michael Hemingway, Director of Utilities; Mrs. Amanda Pope, Director of Marketing/Communications and Municipal Services; and Mr. Chuck Pope, Director of Public Works.

**MEDIA PRESENT**

Mr. Matthew Christian of the Florence Morning News, Mr. Cameron Crowe of WMBF News and Ms. Lacey Lee of WBTW News were present for the meeting.

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

**CALL TO ORDER**

Mayor Ervin called the October 11, 2021 regular meeting of Florence City Council to order at 1:03 p.m.

**INVOCATION**

Mayor Ervin gave the invocation for the meeting. The pledge of allegiance to the American Flag followed the invocation.

**APPROVAL OF MINUTES**

Councilwoman Moore made a motion to adopt the minutes of the September 13, 2021 Regular Meeting and Pro tem Jebaily seconded the motion. The minutes were unanimously adopted.

Councilman Schofield made a motion to adopt the minutes of the September 21, 2021 Special Meeting and Councilwoman Barnes seconded the motion. The minutes were unanimously adopted.





**PUBLIC HEARING**

**A public hearing to receive input regarding the adoption of a Development Agreement between the City of Florence and the developer of “The Bluffs at Mill Creek” and zone RG-3, Residential General-3, pending annexation, 106 acres located at Redbud Lane and Howe Springs Road, identified as Florence County Tax Map Parcel 00152-01-021.**

Mayor Ervin opened the public hearing at 1:05 p.m.

Mr. Clint Moore, Assistant City Manager of Development, said this is the second of two required public hearings on this matter. The first public hearing was held at the September Planning Commission meeting.

Mr. Ryan Harvey, civil engineer for the site, gave an overview of the proposed Development. There will be approximately 230 homes built with access to two Department of Transportation roads. They are currently in the process of completing a traffic study at this location due to the close proximity of schools. They will annex into the city and turn over the streets and utilities to the city.

Councilwoman Barnes asked what the price of the homes will be. Mr. Harvey said they will likely be approximately \$200,000 - \$250,000 with homes ranging from 1,700 – 2,200 square feet.

Councilman Braddock asked about the timeline. Mr. Harvey said it will be built out in three phases and will take approximately five years.

There being no one else present to speak, Mayor Ervin closed the public hearing at 1:08 p.m.

**APPEARANCE BEFORE COUNCIL**

Mayor Ervin asked the individuals appearing to hold their comments to 5-10 minutes.

**Ms. Clamentine Elmore, Executive Director of the Housing Authority**

Ms. Elmore appeared before Council to provide an update on the Housing Authority. Ms. Elmore said there are over 1000 public housing units the Housing Authority owns and manages. She said they have outgrown their current administrative building and they were provided the opportunity to purchase the old Bi-Lo building. They will transition to the new administrative building in two weeks, which will leave their current building on Pine Street vacant. Ms. Elmore said the building on Pine Street cannot be disposed of or redeveloped unless they have a letter of support from Mayor Ervin. She said there were concerns on them relocating outside the city, but they will continue serving their residents. By partnering with the PDRTA, a bus stop has been added at their new location and additional bus passes have been distributed to those with no transportation. They have also updated their website so residents can pay rent online or call without having to come to the office.

They have submitted a Request for Proposals and selected a developer to evaluate the Pine Street property as well as two other properties. The plan is to create affordable housing units on the property or sell it to a non-profit organization. If the property is unable to be sold to a non-profit organization or develop affordable housing, the second option is to sell the property at Fair Market Rate. She said they can't move forward with either option without the letter of support.



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Councilman McCall asked if the letter of support can come from Council or if it must come from the Mayor. Ms. Elmore responded HUD regulations require that the letter come from the Mayor. She further elaborated that the Mayor requested a plan be put in place for the property before she signed the letter, and that plan has been presented to Council today. However, without the letter of support the developer cannot provide more details.

Councilwoman Moore asked if they have a tentative buyer for the property and Ms. Elmore replied no. She said approximately a year and a half ago they had a potential buyer, but they have not reached out to another potential buyer since because they don't have the letter of support. Councilwoman Moore further asked if it would not be easier to get the letter of support if they had a tentative buyer. Ms. Elmore said it shouldn't matter who purchases the property.

Councilman Braddock thanked Ms. Elmore and the Housing Authority for all the work they do to provide affordable housing. He asked if they planned on annexing their new property into the city, to which Ms. Elmore replied they do and they already have the application. She said they like the partnership they have with the city and annexing into the city is the first thing on their agenda once they have received the letter of support.

Mayor Ervin inquired on the potential buyer Ms. Elmore mentioned from a year and a half ago and asked if she met with former Mayor Wukela at that time. Ms. Elmore said it wasn't a potential buyer, it was an individual that expressed interest in the property. She said she did meet with the former Mayor and City Manager in January 2019 and explained to them the Housing Authority's plan to relocate. When it came time for Mayor Wukela to sign the letter of support, he also refused. Mayor Ervin questioned why Mayor Wukela refused to sign the letter and Ms. Elmore replied she was not clear on the reason. Mr. Scotty Davis, Deputy City Manager, approached the podium and explained that he initiated the meeting because he learned of the move and thought staff should be made aware. At that time, both the Mayor and the City Manager were not in favor of the move, but the move took place anyway. Mayor Wukela then refused to sign the letter because he did not support the move. Ms. Elmore said they did not need approval to move locations, they needed a letter of support for the disposition of the Pine Street property.

Mayor Ervin said the city does not need a vacant property while they are in the middle of redeveloping that catalytic area. She recommended they all meet again and asked Ms. Elmore to come prepared with a concrete plan. Ms. Elmore responded that she cannot provide a concrete plan until she has a letter of support due to HUD regulations. Mayor Ervin said Mr. Randy Osterman, City Manager, was in the meeting and she asked him if anything she has stated has been incorrect, to which he replied no. He said Ms. Elmore spoke of the Housing Authority doing a Request for Proposals (RFP) to determine potential uses for this property as well as other properties. He said the information obtained from the RFP will be key on formulating a long-term plan for that facility. Ms. Elmore said they can't move forward with the RFP for that property until they obtain the letter of support; currently, the RFP is for three properties, including the Pine Street property, but they will only be able to complete the other two without the letter of support. Mayor Ervin said there will not be resolution today and asked Ms. Elmore to schedule a time to meet to discuss this matter further.

**ORDINANCES IN POSITION**

**Bill No. 2021-30 – Second Reading**

**An Ordinance authorizing the execution and delivery of a lease purchase agreement in the amount not exceeding \$3,000,000 for lighting equipment at the athletic complex and other matters related thereto.**



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Councilwoman Moore made a motion to adopt Bill No. 2021-30 on second reading and Pro tem Jebaily seconded the motion.

Council voted unanimously (7-0) to adopt Bill No. 2021-30.

**Bill No. 2021-31 – Second Reading**

**An Ordinance to rezone three parcels located at 900 Oakland Avenue and 607 Maxwell Street, specifically identified as Florence County Tax Map Parcels 90114-13-001, 90114-13-002, and 90114-13-013.**

Councilman Schofield made a motion to adopt Bill No. 2021-31 on second reading and Councilman Braddock seconded the motion.

Mr. Jerry Dudley, Planning Director, provided an update on this request. The applicants have proposed restrictive covenants for the three parcels which state there shall be no private clubs on the premises, the property owner is prohibited from selling alcohol for onsite consumption, and the City of Florence shall have the right to enforce the covenants. They have also added an additional restrictive covenant that there will be no tobacco or vape shop on the premises.

Council voted unanimously (7-0) to adopt Bill No. 2021-31.

**INTRODUCTION OF ORDINANCES**

**Bill No. 2021-12 – First Reading**

**An Ordinance to annex and zone a portion of Lake Oakdale and the Lake Oakdale dam, identified as a portion of Florence County Tax Map Parcel 00751-01-049.**

Mayor Ervin said the applicants have requested that this item be deferred. Without objection, this item was deferred.

**Bill No. 2021-33 – First Reading**

**An Ordinance to enter into a Development Agreement between the City of Florence and the developer of “The Bluffs at Mill Creek” and zone RG-3, Residential General-3, pending annexation, 106 acres located at Redbud Lane and Howe Springs Road, identified as Florence County Tax Map Parcel 00152-01-021, and authorizing the City Manager to execute all documents associated therewith.**

Councilman Schofield made a motion to pass Bill No. 2021-33 on first reading and Councilwoman Moore seconded the motion.

Mr. Moore reported this request is for the development agreement for the proposed development of 236 residential lots to be located off of Redbud Lane and Howe Springs Road. A Development Agreement locks in the development standards for the developer at the current time. Once the Development Agreement is approved, it will establish the zoning and development standards; if any of the city’s regulations change in the future it will not affect this development. Annexation will be requested prior to development.

Council voted unanimously (7-0) to pass Bill No. 2021-33.





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**Bill No. 2021-34 – First Reading**

**An Ordinance to rezone 257 North Coit Street from UR Urban Residential to DS Destination/Select Use; identified as Florence County Tax Map Parcel 90073-05-005.**

Councilwoman Moore made a motion to pass Bill No. 2021-34 and Councilwoman Barnes seconded the motion.

Mr. Dudley reported the property is currently developed with a commercial building which was most recently occupied by Missy's Café and Jack's Seafood. In the transition from the old zoning code to the Unified Development Ordinance, this property became zoned Urban Residential despite its development character. Staff believes this zoning was a mistake and it should have been grouped with the Destination/Select Use zoning. The previous zoning of the site prior to the adoption of the Unified Development Ordinance was B-3, General Commercial. Mr. Dudley added the building will be seeing some renovations, pending the adoption of the rezoning request, and the plan will go before the Design Review Board. Planning Commission unanimously recommended the rezoning request.

Councilwoman Moore asked Mr. Dudley what the planned use of the property is. Mr. Dudley replied they have not received an official application because the property is not zoned properly, but the applicant indicated they desire to operate a tobacco store there.

Councilman McCall asked what can be constructed there if the current building is demolished, and Mr. Dudley replied housing in its current zoning. Councilman McCall said the zoning of Urban Residential was an oversight with the adoption of the Unified Development Code. Mr. Dudley explained that the previous use of a restaurant was an existing non-conforming use; however, the business ceased operations for over 6 months, so they have lost their grandfathered rights to continue that use.

Councilwoman Moore questioned why tobacco/vape, ABC type stores, et cetera are continuously being proposed in the minority neighborhoods and expressed her displeasure with this proposal.

Councilman Braddock referenced the surrounding properties and said he has a problem saying this a residential area with a variety of industrial plants along Darlington Street and hub cap store across the street.

Councilman McCall said he agrees with Councilwoman Moore, he is also tired of seeing these types of stores coming into the neighborhoods; however, the city made an error in this rezoning with the adoption of the Unified Development Code. He said no developer is going to put a house there and the property will just sit vacant and become dilapidated.

Councilwoman Moore asked about the possibility of the city using this property as affordable housing. Mr. Osterman approached the podium and reminded Council that staff is just presenting information that has been requested by an applicant. He said the city is not developing or redeveloping the property and the city does not own this property.

Pro tem Jebaily said the proposed property has historically been a commercial property, it has never been a residential property. The current building is uninhabitable and to not comply with the rezoning request would render the property useless as it would not be able to be utilized as a residential or commercial property and would essentially mandate that the property become vacant.

Councilwoman Barnes said everyone can agree they want what's best in their communities. She said on one hand we want partnerships to come into the community and give support, but on the other hand we



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want to cherry pick it. She said the building is already commercial and the only other option is for it to be an eyesore.

Councilwoman Moore said she isn't against the property being commercial, but she is against the property becoming something that is detrimental to the community.

Pro tem Jebaily asked if this parcel is part of the downtown overlay district and Mr. Dudley replied it is, it is part of the D-1 Redevelopment Overlay District. Pro tem Jebaily reiterated that this area is largely commercial and is not located in a neighborhood. It is not City Council's job to tell any business owner what they can or cannot do within permitted uses of a property.

Mayor Ervin summarized the proposal and requested that staff begin to look over the zoning maps and attempt to identify other properties that were incorrectly zoned with the adoption of the Unified Development Ordinance.

Bill No. 2021-34 passed on first reading with a vote of 6-1. Voting in favor of the motion were Councilman Schofield, Councilman McCall, Pro tem Jebaily, Mayor Ervin, Councilwoman Barnes and Councilman Braddock, with Councilwoman Moore voting against.

**Bill No. 2021-35 – First Reading**

**An Ordinance to rezone 802 Cherokee Road, 806 Cherokee Road, 812 Cherokee Road, and 810 Congaree Road from NC-6.1 to NC-6.3; identified as Florence County Tax Map Parcels 90064-11-006, 90064-11-007, 90064-11-013, and 90064-11-012.**

Councilwoman Moore made a motion to pass Bill No. 2021-35 and Councilwoman Barnes seconded the motion.

Mr. Dudley reported all these properties contain various multi-family structures and were zoned R-5, a multi-family zoning district, under the previous zoning code. Upon the adoption of the Unified Development Ordinance, these properties were zoned Neighborhood Conservation-6.1, which permits single family detached housing only. The proposed zoning of Neighborhood Conservation-6.3 permits single family as well as multi-family structures, which is more reflective of the historic zoning and existing uses of these properties.

Council voted unanimously (7-0) to pass Bill No. 2021-35.

**Bill No. 2021-36 – First Reading**

**An Ordinance utilizing authority found in §23-31-220 and §23-31-520 of the South Carolina Code of Laws, as amended, to prohibit open carry of "Firearms" at all events permitted by the City of Florence and to expand the current prohibition of concealable weapons on properties owned or operated by the City of Florence to include both concealed and open carry of "concealable weapons" by amending Sections 14-20, 19-52, 19-53, 19-54, and 19-57 and by adding Article V to Chapter 2 of the City Code of Ordinances.**

Councilman Schofield moved to have this item discussed in Executive Session in order to receive legal advice and Councilman McCall seconded the motion. By unanimous consent, this item will be discussed in Executive Session.



**INTRODUCTION OF RESOLUTIONS**

**Resolution No. 2021-35**

**A Resolution expressing Council’s willingness to grant a request by the Town of Pamplico to release a portion of the City’s designated water and sewer service area to allow Pamplico to serve residents of the area.**

Councilwoman Moore moved to have this item discussed in Executive Session. Without objection, this item will be discussed in Executive Session.

**Resolution No. 2021-36**

**A Resolution by the City of Florence proclaiming October as Bullying Prevention Month.**

Pro tem Jebaily made a motion to adopt Resolution No. 2021-36 and Councilwoman Barnes seconded the motion.

Councilman McCall read the Resolution and presented it to Isaac Wilson, owner of the Isaac Wilson project.

Council thanked Mr. Wilson for all he does for the community.

Council voted unanimously (7-0) to adopt Resolution No. 2021-36.

**Resolution No. 2021-37**

**A Resolution by the City of Florence recognizing the second Saturday of July as “The Pee Dee Youth Day.”**

Councilman McCall made a motion to adopt Resolution No. 2021-37 and Pro tem Jebaily seconded the motion.

Mayor Ervin read the Resolution and presented it to Reverend Marvin Hemingway. Reverend Hemingway said he has been doing Marion County Youth Day for 15 years and wanted to expand to the Florence area to help empower and educate the children in the area.

Council voted unanimously (7-0) to adopt Resolution No. 2021-37.

**REPORTS TO COUNCIL**

**Appointments to Boards and Commissions**

Mr. Scotty Davis, Deputy City Manager, presented the packet of appointments to Boards and Commissions to Council.

**Board of Zoning Appeals**

Councilman McCall deferred his nomination to the Board.

**Construction & Maintenance Board of Adjustments and Appeals**

Being no applicants, Mayor Ervin deferred her two nominations to the Board.





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**Aesthetics Advisory Committee**

Councilwoman Barnes made a motion to appoint James Hicks for an initial term of two years to begin immediately and expire on June 30, 2023. The motion carried unanimously.

Being no additional applicants, the remaining appointments were deferred.

**Resilience and Sustainability Advisory Committee**

Pro tem Jebaily made a motion to appoint Mindy Taylor to seat 9 with an initial appointment of three years with a term to begin immediately and expire on June 30, 2024. Mayor Ervin asked for clarity from Mr. Jim Peterson, City Attorney. According to the rotation calendar, Pro tem Jebaily is assigned two appointments to this committee with one having an initial term of one year (seat 2) and the other having an initial term of 3 years (seat 9). Mr. Peterson said they don't have to go in order as long as the seat is still assigned to a Councilmember. The motion to appoint Mindy Taylor to seat 9 carried unanimously. Ms. Taylor was appointed as a representative from a local energy company.

Councilwoman Barnes deferred her nomination to the Board.

Councilman McCall deferred his nomination to the Board.

Mayor Ervin deferred her nomination to the Board.

Councilman Schofield made a motion to appoint Lauren Piner to an initial term of two years to begin immediately and expire on June 30, 2023. The motion carried unanimously. Ms. Piner was appointed as a representative of District 1.

Being no additional applicants, the remaining appointments were deferred.

**Public Safety Citizen's Review Board**

Mayor Ervin made a motion to appoint Howard Simons to an initial term of four years to begin immediately and expire on June 30, 2025. The motion carried unanimously.

**Appropriation of Accommodations Tax Funds for Fiscal Year 2021-2022**

Mr. Kevin Yokim, Assistant City Manager of Finance/Administration, reported by state law all hotels in South Carolina are required to collect a 2% accommodations tax. This money is received by the state and returned to the jurisdiction on a quarterly basis.

Mr. Chad Patterson, Chair, presented on behalf of the Accommodations Tax Advisory Committee and provided the recommendation of the Committee for distribution of Accommodations Tax funds for FY 2021-22. The Committee is tasked with the responsibility of recommending the expenditure of the 65% of the Accommodations Tax funds that are received by the state. This year, the funds are estimated to be \$622,000 and are available to be distributed for tourism promotion. Based on state laws and city guidelines, the Committee reviewed proposals from 24 organizations and events. The Committee was able to fund approximately 67% of the \$926,900 in requests and the Committee is confident that the allocations recommended are going to be fantastic to the community and will bring tourism to the area.





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Pro tem Jebaily made a motion to approve the recommendation and Councilman Braddock seconded the motion.

Councilman Schofield asked if Council has the ability to adjust the dollar amounts of the recommendations. Mr. Peterson came forward and said Council does have the authority to make suggestive changes if it stays within the state's requirements of tourism activities.

Councilman Schofield made a motion to amend the principal motion to defer the recommendations to allow Council more time to review the numbers and Councilman McCall seconded the motion.

Pro tem Jebaily asked Councilman Schofield for an explanation on the motion to defer. He said the committee works really hard and receives presentations from the various groups. While Council has the authority to make changes, Council has historically had confidence in the suggestions from the Committee and approved them.

Councilman Schofield withdrew his motion to defer and the principal motion is on the table.

Council voted unanimously (7-0) to approve the recommendation as presented from the Accommodations Tax Advisory Committee.

\*The list of recommendations is attached and made part of these minutes.

**COMMITTEE REPORTS**

**Business Development Committee, Chaired by Pro tem Jebaily**

Pro tem Jebaily reported the Business Development Committee met and had conversations on Business Development in the city. The city is currently conducting an update on property inventory and they are hoping to get the final report by March 2022. They received an update on what's happening with several properties downtown and there is currently an RFP going out for a property in the 100 block of Evans Street. They also received an update on the old Winn Dixie building and various other properties. There was a discussion of the corridors and they were informed the corridors would be part of the Comprehensive Plan that is currently in the works. Staff will be contacting Duke Energy about the possibility of placing banners on their poles along Cherokee to identify the Downtown District.

**Community Development Committee, Chaired by Councilwoman Barnes**

Councilwoman Barnes reported the Committee took a trip to Greenville to meet with Homes of Hope for a discussion on their program. They are continuing work on the development of the CDC with establishing bylaws. The "listening tours" will continue with the faith-based community and leaders for ways to improve the community.

**Marketing and Public Relations Committee, Chaired by Councilman McCall**

Councilman McCall said they are continuing work on the vaccination campaign with a goal of 70% vaccination rate. McLeod, MUSC and HopeHealth have all agreed to partner with the city on this campaign to help raise awareness. They also discussed a communications plan on ways to market the campaign throughout the city.

**EXECUTIVE SESSION**



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Mayor Ervin said Council will be entering into Executive Session to receive legal advice related to open carry and to receive legal advice related to a request by the Town of Pamplico. Councilwoman Moore made a motion to enter into Executive Session and Councilwoman Barnes seconded the motion. Council entered into Executive Session at 3:07 p.m.

Council reconvened open session at 4:00 p.m. and took action on the following items:

**Bill No. 2021-36 – First Reading**

**An Ordinance utilizing authority found in §23-31-220 and §23-31-520 of the South Carolina Code of Laws, as amended, to prohibit open carry of “Firearms” at all events permitted by the City of Florence and to expand the current prohibition of concealable weapons on properties owned or operated by the City of Florence to include both concealed and open carry of “concealable weapons” by amending Sections 14-20, 19-52, 19-53, 19-54, and 19-57 and by adding Article V to Chapter 2 of the City Code of Ordinances.**

Pro tem Jebaily made a motion to pass Bill No. 2021-36 on first reading and Councilwoman Barnes seconded the motion.

Pro tem Jebaily said the basis for this Ordinance is in response to the legislature allowing open carry. The state statute allows cities to carve out exceptions to open carry at permitted events; however, the law did not affect concealed carry.

Mr. Peterson said a number of the city’s ordinances throughout code will need to be changed in order to comply with the state statute. The state statute basically allows cities and towns to do two things. First, cities can limit concealed carry and open carry of concealable weapons in the city’s buildings or while using machinery or vehicles owned or operated by the city. Mr. Peterson clarified that the city has historically prohibited the carrying of concealable weapons on properties owned or operated by the city, but this ordinance will also prohibit the open carry of concealable weapons on properties owned or operated by the city. Second, cities can limit open carry of firearms at events permitted by the city. Following discussion and legal questions that were asked of him in Executive Session, Mr. Peterson said the current ordinance includes two sections that may have unintended consequences the way they are currently worded. As a result, Mr. Peterson has put together language that amends these sections to make it clear that the prohibition of concealed weapons only applies in buildings, on machinery or equipment, and in vehicles owned or operated by the city.

Pro tem Jebaily made a motion to amend paragraph (a) to section 2-300 and section 14-20 to make it clear that the prohibition of concealed weapons is only in buildings, machinery, vehicles, and equipment owned and operated by the city. In addition, the open carry of concealable weapons will be prohibited on all properties owned and operated by the city with the exception of streets, roads and public rights of way. He said he makes this motion to eliminate the unintended consequences of the language in the current ordinance before Council. Councilwoman Moore seconded the motion to amend. Council voted unanimously (7-0) on the amendment.

Council voted unanimously to pass Bill No. 2021-36, as amended.

Mayor Ervin said this Ordinance will require two separate readings and Council is tentatively looking at November 1<sup>st</sup> to hold a Special Meeting for second reading.

**Resolution No. 2021-35**



**FLORENCE CITY COUNCIL  
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**A Resolution expressing Council’s willingness to grant a request by the Town of Pamplico to release a portion of the City’s designated water and sewer service area to allow Pamplico to serve residents of the area.**

Councilman Schofield made a motion to adopt Resolution No. 2021-35 and Councilman Braddock seconded the motion.

Council voted unanimously (7-0) to adopt Resolution No. 2021-35.

**ADJOURN**

Without objection, the October 11, 2021 Regular meeting of City Council was adjourned at 4:15 p.m.

Dated this 8<sup>th</sup> day of November 2021.

\_\_\_\_\_  
Casey C. Moore, Municipal Clerk

\_\_\_\_\_  
Teresa Myers Ervin, Mayor

**CITY OF FLORENCE, SC  
ACCOMMODATIONS TAX REQUESTS, RECOMMENDATIONS AND APPROPRIATIONS REPORT  
FISCAL YEAR 2021-22**

| ORGANIZATION                                      | Appropriated<br>2020-21 | Requested<br>2021-22 | Committee<br>Recommended <sup>1</sup> | Appropriated<br>2021-22 |
|---|-------------------------|----------------------|---------------------------------------|-------------------------|
| <b>A. 30% Funds for Tourism Promotion</b>         |                         |                      |                                       |                         |
| 1. Florence Convention & Visitors Bureau          | \$263,000               | \$273,000            | \$273,000                             |                         |
| <b>B. 65% Funds</b>                               |                         |                      |                                       |                         |
| 1. Florence Regional Arts Alliance & Pee Dee Arts | \$13,400                | \$18,800             | \$11,300                              |                         |
| 2. The Masterworks Choir, Inc.                    | \$4,300                 | \$7,700              | \$3,600                               |                         |
| 3. Florence Little Theatre                        | \$16,600                | \$20,000             | \$12,100                              |                         |
| 4. Florence Symphony Orchestra                    | \$5,800                 | \$8,000              | \$4,100                               |                         |
| 5. Arts International Festival                    | \$19,200                | \$15,000             | \$10,900                              |                         |
| 6. Sankofa Festival                               | \$4,300                 | \$25,000             | \$4,000                               |                         |
| 7. SC Dance Theatre                               | \$8,000                 | \$10,000             | \$5,400                               |                         |
| 8. Lucky Shamrock Festival                        | \$700                   | \$2,500              | \$600                                 |                         |
| 9. Kickin' Chicken Wing and Chili Cookoff         | \$2,400                 | \$3,000              | \$1,900                               |                         |
| 10. Florence Museum                               | \$30,600                | \$45,000             | \$27,800                              |                         |
| 11. Carolina Classic Basketball Tournament        | \$6,400                 | \$15,400             | \$7,200                               |                         |
| 12. Freedom Florence, FTC, Soccer Complex & Gym   | \$56,200                | \$65,000             | \$58,500                              |                         |
| 13. Florence Convention & Visitors Bureau         | \$189,000               | \$250,000            | \$191,500                             |                         |
| 14. Florence Tennis Association                   | \$8,400                 | \$20,000             | \$16,200                              |                         |
| 15. South Carolina Pecan Festival                 | \$25,800                | \$30,000             | \$21,800                              |                         |
| 16. Florence Center                               | \$102,000               | \$150,000            | \$117,600                             |                         |
| 17. Florence International Basketball Tournament  | \$10,000                | \$30,000             | \$12,000                              |                         |
| 18. Car Haulers Parade                            | \$0                     | \$10,000             | \$7,100                               |                         |
| 19. Florence Area Sports Council                  | \$18,000                | \$25,000             | \$19,500                              |                         |
| 20. Pee Dee Tourism Commission                    | \$18,200                | \$20,000             | \$16,900                              |                         |
| 21. SC Senior Sports Classic                      | \$3,600                 | \$4,000              | \$3,400                               |                         |
| 22. Hwy 52 Frontage Road Beautification           | \$14,000                | \$30,000             | \$14,000                              |                         |



**CITY OF FLORENCE, SC  
ACCOMMODATIONS TAX REQUESTS, RECOMMENDATIONS AND APPROPRIATIONS REPORT  
FISCAL YEAR 2021-22**

| ORGANIZATION                                       | Appropriated<br>2020-21 | Requested<br>2021-22 | Committee<br>Recommended <sup>1</sup> | Appropriated<br>2021-22 |
|--|-------------------------|----------------------|---------------------------------------|-------------------------|
| 23. Wilson High Alumni Assn Homecoming Event       | \$26,600                | \$110,000            | \$51,100                              |                         |
| 24. Eastern South Carolina Mustang Club            | \$3,600                 | \$5,000              | \$3,500                               |                         |
| 25. South Florence High School Softball Tournament |                         | \$7,500              | \$0                                   |                         |
| <b>Total - 65% Funds</b>                           | <b>\$587,100</b>        | <b>\$7,500</b>       | <b>\$622,000</b>                      | <b>\$0</b>              |

**Note 1:** Including carryover funds from FY 2019-20, it is anticipated that the amount available for distribution to the requesting agencies of "65% funds" will be approximately \$622,000. The "30% funds" for tourism promotion is estimated to be approximately \$273,000.

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



**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
MONDAY, NOVEMBER 1, 2021 – 4:00 P.M.  
CITY CENTER – COUNCIL CHAMBERS  
324 WEST EVANS STREET  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT**

Mayor Teresa Myers Ervin, Mayor Pro Tempore George Jebaily, Councilwoman Pat Gibson-Hye Moore (via telephone), Councilwoman Lethonia Barnes, Councilman Chaquez T. McCall, Councilman Bryan A. Braddock and Councilman C. William Schofield.

**ALSO PRESENT**

Mr. Randall S. Osterman, City Manager; Mr. James W. Peterson, Jr., City Attorney; Mrs. Casey Moore, Municipal Clerk; Mr. Scotty Davis, Deputy City Manager; Mr. Clint Moore, Assistant City Manager of Development; Mr. Kevin Yokim, Assistant City Manager of Administration/Finance; Chief Allen Heidler, Florence Police Department; Chief Shannon Tanner, Florence Fire Department; Mr. Jerry Dudley, Director of Planning; Mrs. Jennifer Krawiec, Director of Human Resources; Mr. Michael Hemingway, Director of Utilities; Mrs. Amanda Pope, Director of Marketing/Communications and Municipal Services; and Mr. Chuck Pope, Director of Public Works.

**MEDIA PRESENT**

Mr. Matthew Christian of the Florence Morning News and Mrs. Tonya Brown of WPDE NewsChannel 15 were present for the meeting.

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

**CALL TO ORDER**

Mayor Ervin called the November 1, 2021 special meeting of Florence City Council to order at 4:02 p.m.

**INVOCATION**

Mayor Ervin gave the invocation for the meeting. The pledge of allegiance to the American Flag followed the invocation.

**ORDINANCES IN POSITION**

**Bill No. 2021-36 – Second Reading**

**An Ordinance utilizing authority found in §23-31-220 and §23-31-520 of the South Carolina Code of Laws, as amended, to prohibit open carry of “Firearms” at all events permitted by the City of Florence and to expand the current prohibition of concealable weapons on properties owned or operated by the City of Florence to include both concealed and open carry of “concealable**



**FLORENCE CITY COUNCIL  
SPECIAL MEETING – NOVEMBER 1, 2021**

**weapons” by amending Sections 14-20, 19-52, 19-53, 19-54, and 19-57 and by adding Article V to Chapter 2 of the City Code of Ordinances.**

Pro tem Jebaily made a motion to adopt Bill No. 2021-36 on second reading and Councilwoman Barnes seconded the motion.

Mr. Jim Peterson, City Attorney, reported the proposed ordinance incorporates the changes made on first reading to eliminate any unintended consequences that were discussed. The changes make it clear that the concealed and open carry of concealable weapons is prohibited on all properties owned or operated by the city with the exception of streets, roads and public rights of way.

Council voted unanimously (7-0) to adopt Bill No. 2021-36

Councilwoman Moore and Pro tem Jebaily spoke of the upcoming Pecan Music and Food Festival and invited everyone to attend. The Festival is Saturday, November 6, 2021.

**ADJOURN**

Without objection, the November 1, 2021 Special meeting of City Council was adjourned at 4:07 p.m.

Dated this 8<sup>th</sup> day of November 2021.

\_\_\_\_\_  
Casey C. Moore, Municipal Clerk

\_\_\_\_\_  
Teresa Myers Ervin, Mayor

FLORENCE CITY COUNCIL MEETING

**DATE:** November 8, 2021

**AGENDA ITEM:** An ordinance for the City of Florence to enter into a Development Agreement and zone RG-3, Residential General-3, pending annexation, 106 acres located at Redbud Lane and Howe Springs Road, identified as Florence County Tax Map Number 00152-01-021.

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

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**I. ISSUE UNDER CONSIDERATION:**

An ordinance for the City of Florence to enter into a Development Agreement and zone RG-3, Residential General-3, pending annexation, 106 acres located at Redbud Lane and Howe Springs Road, identified as Florence County Tax Map Number 00152-01-021.

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


1. On September 14, 2021, Planning Commission held the first of two required public hearings on this matter, and voted unanimously, 7-0, to recommend the zoning request of RG-3, Residential General 3, upon annexation.
2. On October 11, 2021, City Council held the second and final public hearing on the matter.
3. City Council held first reading on October 11, 2021 and voted unanimously to approve the ordinance.

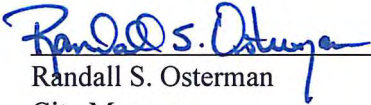
**III. POINTS TO CONSIDER:**

1. Request is being considered for second reading.
2. The State of South Carolina established the South Carolina Local Government Development Agreement Act in 1993 authorizing local governmental entities to enter into development agreements which the state recognized as a valuable tool to be utilized to encourage healthy and appropriate growth through facilitation of private development.
3. The developer of the above referenced property, requests to zone RG-3 at the time annexation is requested. A preliminary plan showing the property boundary and lot layout has been submitted (Attachment 3).
4. Per the Development Agreement, annexation will be requested prior to development of the property, but is not for consideration at this time.

**IV. ATTACHMENTS:**

1. Ordinance
2. Development Agreement
3. Preliminary sketch plan

  
Clint Moore  
Assistant City Manager

  
Randall S. Osterman  
City Manager



**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE FOR THE CITY OF FLORENCE TO ENTER INTO A DEVELOPMENT AGREEMENT AND ZONE RG-3, RESIDENTIAL GENERAL-3, PENDING ANNEXATION, 106 ACRES LOCATED AT REDBUD LANE AND HOWE SPRINGS ROAD, IDENTIFIED AS FLORENCE COUNTY TAX MAP NUMBER 00152-01-021:**

**WHEREAS**, the first of two a Public Hearings was held in the City Center Council Chambers on September 14, 2021 at 6:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, the second of two Public Hearings was held in the City Center Council Chambers on October 11, 2021 at 1:00 P.M. before the City of Florence City Council and notice of said hearing was duly given;

**WHEREAS**, the Developer/Future Owner of the “Bluffs at Mill Creek” property shall annex and zone Residential General – 3 (RG-3), the above referenced property upon administrative review and approval of the development plan;

**WHEREAS**, the State of South Carolina established the South Carolina Local Government Development Agreement Act in 1993 authorizing local governmental entities to enter into development agreements which the state recognized as a potentially valuable tool to be utilized to encourage healthy and appropriate growth through facilitation of private development.

**WHEREAS**, Florence City Council concurs in the aforesaid Development Agreement, 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 to enter into a Development Agreement between the City of Florence, the Developer/Future Owner, and the Owner of the property and future development of the “Bluffs at Mill Creek” (Attachment 2), and authorizing the City Manager to execute all documents associated therewith, properties being specifically designated in the Florence County Tax Records as Tax Map Parcel 00152-01-021;

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 \_\_\_\_\_, 2021

**Approved as to form:**

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

\_\_\_\_\_  
Theresa Myers Ervin,  
**Mayor**

**Attest:**

\_\_\_\_\_  
Casey C. Moore  
**Municipal Clerk**



assurances to Owner that it may proceed with its development plan under the terms hereof, as hereinafter defined, without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to City of Florence.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both City of Florence and Owner by entering this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledge, City of Florence, Owner, and Developer/Future Owner hereby agree as follows:

**I. INCORPORATION**

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the act.

**II. DEFINITIONS**

As used herein, the following terms mean:

**“Act”** means the South Carolina Local Government Development Agreement Act, as Codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as **EXHIBIT A**.

**“Bluffs at Mill Creek”** means that certain tract of land described on **EXHIBIT B**.

**“Developer/Future Owner”** means **D.R. Horton, Inc.** and all successors in title or lessees of D.R. Horton, Inc. who undertake Development of the Property or who are transferred Development Rights.

**“Development”** means the definition of development as set forth in the City of Florence Unified Development Ordinance at the time of this adopted ordinance.

**“Development Rights”** means Development undertaken by the Owner or Developers in accordance with the Unified Development Ordinance and this Development Agreement.

**“Duplex”** means a single-family attached unit type that includes two units that are attached along a common wall or separated by a floor that is not penetrated for the purpose of interior access between the two units. The standard duplex has side-by-side units with a common wall (the units may be divided into separate lots along the common lot line for individual fee-simple ownership). The units in the over-under duplex are located on different floors (the units may be accessed via separate outside entrances or through a common foyer area). Vehicular access to duplex homes in either style is from the street or from an alley.

**“Mixed Use”** means development in which a combination of residential and commercial uses (e.g., residential-over-retail), or several classifications of commercial uses (e.g., office and retail), are located on the same parcel proposed for development.

**“Multi-family Residential”** means a building that includes three or more dwelling units, which is not designed as townhomes or multiplex buildings. Multifamily also means two or more residential units that are located on the upper floors of a mixed-use building.



**“Multiplex also Quadraplex”** means a residential building that is constructed to look like a large single-family detached residence.

**“Owner”** means Tri-Zenith Company, LLC, its heirs and assigns.

**“Property”** means that tract of land described on **EXHIBIT B**.

**“Term”** means the duration of this agreement as set for in Section III hereof.

**“Townhome”** means three or more attached dwelling units that are arranged in rows with common side walls.

**“Zoning Regulations”** means the approval by the City Council of the City of Florence, herein after referred to as “City of Florence” on \_\_\_\_\_, 2021 establishing the zoning designation for the Property upon annexation, as defined in the Unified Development Ordinance, and this Development Agreement.

### **III. TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by City of Florence and Owner and the terminate five (5) years thereafter; provided however, that if at the expiration of the term Owner or its successors or assign have commenced development under the provisions hereof, the provisions of the Unified Development Ordinance shall be deemed vested against any future changes to City of Florence law which would materially affect the ability of the Owner or Developers to carry out the development plan as approved under the Unified Development Ordinance upon annexation.

### **IV. AGREEMENT TO ANNEX**

The Developer/Future Owner and its successors and assigns hereby agree to annex and zone RG-3, Residential General-3, the property as described in this ordinance, at the time of development of each phase of the development. In consideration of the agreement to annex, the City of Florence hereby agrees to accept and assume ownership of certain water and sewer infrastructure, established elsewhere in this Development Agreement, immediately following annexation and in conjunction with the development.

### **V. DEVELOPMENT OF THE PROPERTY.**

The Property shall be developed in accordance with the Unified Development Ordinance and this Development Agreement. City of Florence shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Unified Development Ordinance.

### **VI. CHANGES TO ZONING REGULATIONS.**

No changes in the Unified Development Ordinance shall affect the Property subject to this Development Agreement shall not be amended or modified during the Term, without the express written consent of the Owner. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Owner shall be required to notify City of Florence, in writing, as and when Development rights are transferred to any other party. Such information shall include the identity and

address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with City of Florence an acknowledgment of this Development Agreement and a commitment to be bound by it.

2. The Owners and Developer/Future Owner, and their respective heirs, successors and assigns agree that all development, with the exception of irrigation, incidental maintenance facilities and facilities existing at the date of this Development Agreement will be served by potable water and sewer through the City of Florence, upon annexation, prior to occupancy, except as otherwise provided herein for temporary use of wells, and/or septic tanks (or similar devices).

**VII. DEVELOPMENT SCHEDULE**  
**The Development Schedule**

Years 0-5 include: Phase I – 101 Lots  
Phase II – 56 Lots

Years 5-10 include: Phase III – 78 Lots

Pursuant to the Act, the failure of the Owner and any subsequent Owner to meet an implied development schedule shall not, in and of itself, constitute a material breach of this agreement. In such an event, the failure to meet the development expectation or sequence of development shall be judged by the totality of circumstances, including but not limited to the Owners and Developer/Future Owner(s) good faith efforts to attain compliance with the development. Any implied phases or schedules are planning and forecasting tools only. The fact that actual development may take place at a difference pace or sequence, based on future market forces, is expected and shall not be considered a default hereunder. Furthermore, periodic adjustments which may be submitted by Owner / Developers in the future shall not be considered a material amendment or breach of the Agreement.

**VIII. DEVELOPMENT STANDARDS**

The Developer/Future Owner shall develop The Bluffs at Mill Creek to the RG-3 standards applicable to the Unified Development Ordinance.

The Developer/Future Owner shall submit specific plans with each phase as he requests annexation and must follow the Development Review Procedures as outlined within the city's Unified Development Ordinance.

**IX. RESTRICTED ACCESS**

Owner and/or Developer/Future Owner shall have the right to develop restricted access communities within the Property in accordance with the Unified Development Ordinance, but shall not be required to do so in the future. In the event a restricted access community is developed, access to publicly owned infrastructure and facilities shall be afforded at all times and under any circumstances. Access shall also be afforded to emergency service providers such as police, fire, EMS, etc.

**X. EFFECT OF FUTURE LAWS**

Owner and Developer/Future Owner shall have vested rights to undertake Development of any or all of the Property in accordance with the Unified Development Ordinance, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof, and this Development Agreement for the entirety of the Term. Future enactments of, or changes or amendments to City of Florence ordinances, including zoning or development standards ordinances, which conflict with the Unified Development Ordinance in effect at the time of adoption of this Agreement shall not apply to the Property unless the Owner and/or Developer/Future Owner(s) consent to such modification.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any future building, housing, electrical, plumbing, gas or other standard codes, or any tax or fee of general application throughout the City of Florence. Owner(s) shall pay all applicable service fees, connection fees, assessments and taxes that are approved and adopted by City Council which are applied to all other properties within the jurisdiction of the City of Florence. Special assessments or impact fees not levied against other properties, however, shall not be applied to the property without the consent of the Owner(s).

#### **XI. INFRASTRUCTURE AND SERVICES**

City of Florence and Owner recognize that the majority of the direct costs associated with the Development of the property will be borne by the Owner and Developer/Future Owner, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by City of Florence. For clarification, the parties make specific note of and acknowledge the following:

**A. ROADS WITHIN DEVELOPMENT.** All roads within the Property shall be constructed by the Owner and to the specifications and standards of the Unified Development Ordinance, and maintained by it and/or an Owner's Association or dedicated for maintenance to the City of Florence. The City of Florence will not be responsible for the construction of any roads within the Property unless City of Florence specifically agrees to such in the future. Any private roads built or constructed within this development shall adhere to the provisions of the City of Florence Unified Development Ordinance, in effect at the time of adoption of this agreement, and shall be maintained by it and/or an Owner'.

**B. PUBLIC ROADS.** The Property shall be served by direct access to E Howe Springs Road and E Redbud Lane as shown on the General Development Plan.

**C. POTABLE WATER.** Potable water is currently available to the Property. The City of Florence will not be responsible for the construction of any water distribution lines within the Property. Any water distribution lines built or constructed within this development shall adhere to the provisions of the City of Florence Code of Ordinances and the Unified Development Ordinance, in effect at the time of adoption of this agreement. Upon completion water distribution lines, at the discretion of the Developer/Future Owner, the water distribution lines maybe maintained as private or offered to the City of Florence as part of the public system. Upon acceptance by the City of Florence, the City of Florence shall maintain the water distribution system in the same manner as other developments within the City. If water distribution lines are maintained as private, the City of Florence will have no responsibility to maintain such private water systems. All fees and charges associated with the treatment and provision of potable water shall be levied and paid by the Developer/Future Owner or residents of the Property. Nothing contained in this Agreement shall be interpreted to allow the Developer/Future Owner to resell water as prohibited within the City of Florence Code of Ordinances.

**D. SEWAGE TREATMENT AND DISPOSAL.** Sewer is currently unavailable to the Property; however, the City of Florence agrees to accept the sewer discharge from the development should the owner make improvements to connect to the City's sewer main. The City of Florence agrees to work with the Developer/Future Owner at a location mutually agreeable between the City of Florence and the Developer/Future Owner to construct and connect to the City of Florence public sewage system. The City of Florence will not be responsible for the construction of any sewer collection lines within the Property. Any sewer collection lines built or constructed within this development shall adhere to the provisions of the City of Florence Code of Ordinances and the Unified Development Ordinance, in effect at the time of adoption of this agreement. Upon completion of sewer collection lines, at the discretion of the Developer/Future Owner, the sewer collection lines maybe maintained as private or offered to the City of Florence as part of the public system. Upon acceptance by the City of Florence, the City of Florence shall maintain the sewer collection system in the same manner as other developments within the City. If sewer collection lines are maintained as private, the City of Florence will have no responsibility to maintain such private sewage systems. All fees and charges associated with the treatment and provision of sewage service shall be levied and paid by the Developer/Future Owner or residents of the Property. Nothing contained in this Agreement shall be interpreted to allow the Developer/Future Owner to resell sewer services as prohibited within the City of Florence Code of Ordinances.

**E. USE OF EFFLUENT.** Owner agrees that treated effluent will be disposed of only in such manner as may be approved by DHEC and the City of Florence.

**F. OTHER SERVICES / FUTURE AGREEMENTS.** The development activity which is authorized and vested under this Development Agreement is allowable, in general terms, under existing City of Florence law. Normal City of Florence services, such as fire protection, police protection will be made available to this Property, on the same basis as would occur for the development if a Development Agreement had not been requested or approved. The parties recognize that as future development unfolds on the Property, the Owner or Developer/Future Owners may request enhanced services, beyond the normal services which would otherwise be provided. Development within the Property shall be entitled to all normal services provided to other property within the City of Florence with the understanding that all development within the Property will be subject to all City of Florence taxes of universal application within City of Florence as well as any special service district taxes which may apply to all other new and existing properties and development within the area, such as Fire District millage rates. City of Florence will not be required to provide enhanced services in the future at the expense of other City of Florence residents unless future arrangements are made by amendment to this Agreement to provide payment for such enhanced services. Normal service will be considered a matter of right within this Property on the same basis as all other City of Florence property.

## **XII. COMPLIANCE REVIEWS**

As long as Owner owns any of the Property; Owner, or its designee, shall meet with the City of Florence, or its designee, at least once per year as required by South Carolina state law during the Term to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner, or its designee, shall be required to provide such information as may reasonably be requested to include but not be limited to acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year, the Owner, or its designee, shall be required to compile this information.



**XIII. DEFAULTS**

The failure of the Owner, Developer/Future Owner or City of Florence to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by the City of Florence absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the City of Florence or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations of this Development Agreement. A default of the Owner shall not constitute a default by Developer/Future Owner, default by a developer shall not constitute a default by the Owner.

**XIV. MODIFICATION OF AGREEMENT**

This Development Agreement may be modified or amended only by the written agreement of the City of Florence and the Owner. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

**XV. NOTICES**

Any notice, demand, request, consent, approval or communication which a signatory party is required to and may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to City of Florence shall be addressed to

The City at: \_\_\_\_\_  
\_\_\_\_\_

And to the Owner at: \_\_\_\_\_  
\_\_\_\_\_

With Copy to: \_\_\_\_\_  
\_\_\_\_\_

**XVI. ENFORCEMENT**

Any party hereto shall have the right to enforce the terms, provisions and conditions of the Agreement by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

**XVII. GENERAL SUBSEQUENT LAWS.**

In the event state or federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners, and Owners and City of Florence shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent on this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the new Laws, City of Florence may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developer/Future Owner and City of Florence each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

**ESTOPPEL CERTIFICATE.** City of Florence, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (1) that this Agreement is in full force and effect
- (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments
- (3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of such default or claimed default, and
- (4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both would constitute a default and if so, specifying each such event.

**ENTIRE AGREEMENT.** This agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among City of Florence, Owner, and Developer/Future Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

**NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between The City of Florence, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

**EXHIBITS.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

**CONSTRUCTION.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against

the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits hereto.

**ASSIGNMENTS.** Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to subsequent land owners and Developers.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of South Carolina.

**COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed original, and such counterparts shall constitute but one and the same instrument.

**AGREEMENT TO COOPERATE.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

**EMINENT DOMAIN.** Nothing contained in this Agreement shall limit, impair or restrict the City of Florence's right and power of eminent domain under the laws of the State of South Carolina.

**NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement may be enforced only by the City of Florence, the Owner and Developer/Future Owners. No other persons shall have any rights hereunder.

#### **XVIII. STATEMENT OF REQUIRED PROVISIONS**

**A. Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

- 1. LEGAL DESCRIPTION OF PROPERTY AND LEGAL AND EQUITABLE OWNERS.** The legal description of the property is set forth in **EXHIBIT B** attached hereto. The present legal Owner of the Property is \_\_\_\_\_, or its affiliated entity, and the equitable owner is \_\_\_\_\_, who will take title prior to the recording hereof.
- 2. DURATION OF AGREEMENT.** The duration of this Agreement is five (5) years.
- 3. PERMITTED USES, DENSITIES, BUILDING HEIGHTS AND INTENSITIES.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in the Unified Development Ordinance of the City of Florence.
- 4. REQUIRED PUBLIC FACILITIES.** The utility services available to the Property are described generally above regarding electrical services, telephone service and solid waste disposal. The mandatory procedures of the Unified Development Ordinance will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **DEDICATION OF LAND AND PROVISIONS TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS.** No dedications of land to the public are required hereunder. The Unified Development Ordinance described above, and incorporated herein; contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.
  
6. **LOCAL DEVELOPMENT PERMITS.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Unified Development Ordinance. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms of restrictions, unless otherwise provided hereunder.
  
7. **COMPREHENSIVE PLAN AND DEVELOPMENT AGREEMENT.** The Development permitted and proposed under the Unified Development Ordinance, is consistent with the Comprehensive Plan and with current land use regulations of the City of Florence, South Carolina.
  
8. **TERMS FOR PUBLIC HEALTH, SAFETY AND WELFARE.** The City Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
  
9. **HISTORICAL STRUCTURES.** No specific terms relating to historical structures are pertinent to this Development Agreement. Any historical structure or sites will be addressed through the permitting process at the time of development, as required by the Zoning Regulations, and no exception from any standard is hereby granted.

**IN WITNESS WHEREOF**, the undersigned parties have executed this **Development Agreement** on the date set forth beneath their respective signatures.

**WITNESSES:**

\_\_\_\_\_  
 \_\_\_\_\_

**City of Florence**

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

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



Tri-Zenith Company, LLC

\_\_\_\_\_

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

\_\_\_\_\_

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

D.R. Horton, Inc.

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that Randy S. Osterman, as City Manager of the City of Florence, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_, as authorized agent for Tri-Zenith Company, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGMENT

COUNTY OF FLORENCE

)

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_,  
**as authorized agent for D.R. Horton, Inc.**, known to me (or satisfactorily proven) to be the person whose  
name is subscribed to the within document, personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

SOUTH CAROLINA LOCAL GOVERNMENT  
DEVELOPMENT AGREEMENT ACT

CHAPTER 31:

SECTION 6-31-10

SECTION 6-31-160

**Title 6 - Local Government - Provisions Applicable to Special Purpose Districts and Other Political Subdivisions**

CHAPTER 31

South Carolina Local Government Development Agreement Act

**SECTION 6-31-10.** Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

(5) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

(E) This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter. HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-160.** Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county. HISTORY: 1993 Act No. 150, Section 1.



**EXHIBIT B**

**LEGAL DESCRIPTION**



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.™*

## Legal Description

All that certain piece, parcel, or lot of land, situated, lying and being in the County of Florence, State of South Carolina, containing 104.13 acres, more or less, and being particularly described as follows:

Beginning at a 5/8" iron rod in the northerly Right of Way line of S-21-57, said road also known as East Howe Springs Road, said iron rod also being the southeasterly corner of a 1.17 acre tract owned by Lloyd E. Willcox, II, as shown on Florence County Tax Map Number 00152-01-034, said iron rod also being the Point of Beginning:

Thence running N 09°35'22" W a distance of 253.86 feet to a point,

Thence N 10°56'06" W a distance of 120.07 feet to a point,

Thence S 84°45'59" W a distance of 712.61 feet to a point on the northeasterly Right of Way line of State Road S-740, said road also known as East Redbud Lane,

Thence N 13°09'26" E a distance of 572.10 feet to a point,

Thence N 13°09'26" E a distance of 66.70 feet to a point, said point being the run of Middle Swamp, said run of Middle Swamp to be described by the following fifteen (15) courses,

Thence N 40°53'19" E a distance of 134.54 feet,

Thence on a curve to the right with chord bearing N 77°25'48" E and chord length 54.09 feet and radius of 52.46 feet an arc distance of 56.83 feet to a point,

Thence S 74°22'14" E a distance of 186.82 feet to a point,

Thence on a curve to the left with chord bearing N 88°16'24" E and chord length 67.66 feet and radius of 113.41 feet an arc distance of 68.71 feet to a point,

Thence N 47°31'25" E a distance of 303.27 feet to a point,

Thence N 83°14'02" E a distance of 244.22 feet to a point,

Thence on a curve to the left with chord bearing N 55°40'16" E and chord length 196.04 feet and radius of 309.77 feet an arc distance of 199.47 feet to a point,

Thence N 87°41'57" E a distance of 324.34 feet to a point,

Thence S 80°12'10" E a distance of 303.82 feet to a point,

Thence on a curve to the left with chord bearing N 89°59'20" E and chord length 87.48 feet and radius of 256.76 feet an arc distance of 87.91 feet to a point,

Thence N 81°59'26" E a distance of 430.19 feet to a point,

Thence on a curve to the right with chord bearing S 87°37'32" E and chord length 139.33 feet and radius of 386.51 feet an arc distance of 140.10 feet to a point,

Thence S 80°02'52" E a distance of 188.44 feet to a point,

Thence on a curve to the left with chord bearing N 85°35'11" E and chord length 149.94 feet and radius of 302.17 feet an arc distance of 151.53 feet to a point,

Thence N 79°44'53" E a distance of 109.73 feet to a point being the intersection of the run of Middle Swamp and the westerly Right of Way line for the CSX Transportation Corporation railroad,

Thence S 03°59'05" E a distance of 1568.80 feet on said westerly Right of Way line to a point,

Thence S 37°52'25" W a distance of 35.78 feet to a point, said point being the run of a swamp described by the following six (6) courses,

Thence S 07°04'03" W a distance of 36.08 feet to a point,

Thence S 07°06'48" W a distance of 78.20 feet to a point,

Thence S 06°11'14" E a distance of 42.81 feet to a point,

Thence S 31°34'25" W a distance of 87.97 feet to a point,

Thence S 58°39'55" W a distance of 44.59 feet to a point,

Thence S 04°17'56" E a distance of 50.20 feet to a point on the northerly Right of Way line of State Highway S-21-57, said highway also known as East Howe Springs Road,

Thence on said northerly Right of Way line on a curve to the right with chord bearing N 86°50'05" W and chord length 375.86 feet and radius of 2861.28 feet an arc distance of 376.13 feet to a point,

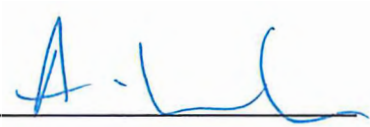
Thence N 83°45'53" W a distance of 558.76 feet to a point,

Thence on a curve to the left with chord bearing S 87°46'19" W and chord length 442.09 feet and radius of 1436.29 feet an arc distance of 443.86 feet to a point,

Thence S 79°58'54" W a distance of 212.47 feet to the Point of Beginning.

The tract as described containing 4,536,113 square feet or 104.13 acres, more or less.

Said 104.13 contains a Carolina Light and Power Right of Way and a Cemetery.



Aaron F. Leach, PLS # 20191

Rowe Professional Services

6009 N. Kings Hwy

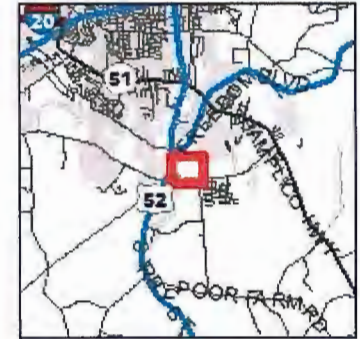
Myrtle Beach, SC 29577

Date of Preparation: 10/05/2021





# Location Map Redbud Lane & Howe Springs Road



## Legend

 Parcels



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

600 300 0 600 Feet



Date: 9/1/2021





FLORENCE CITY COUNCIL MEETING

**DATE:** October 11, 2021

**AGENDA ITEM:** Ordinance to Rezone from UR to DS the parcel located at 257 North Coit Street, TMN 90073-05-005.

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

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**I. ISSUE UNDER CONSIDERATION:**

A request to rezone from UR to DS the parcel located at 257 North Coit Street, said property being specifically designated in the Florence County Tax Records as Tax Map Number 90073-05-005. The request is being made by the property owner.

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

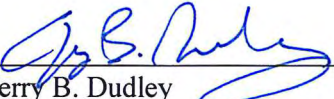
On September 14, 2021, the City of Florence Planning Commission held a public hearing on this matter and voted 6-0 to recommend the parcels be rezoned from UR to DS.

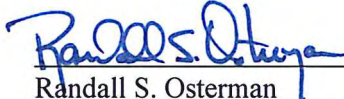
**III. POINTS TO CONSIDER:**

1. The property is currently zoned Urban Residential (RU), which permits residential uses such as single family detached, duplex, townhome, and multifamily.
2. The proposed zoning is Destination/Select Use (DS), which allows a number commercial uses.
3. Historic zoning of the property was B-3, General Commercial. The site is currently developed with a commercial building which has most recently been occupied by Missy's Café and Jack's Seafood. The current zoning of Residential Urban was adopted with the land use maps associated with the adoption of the Unified Development Ordinance in 2018; however, this is not reflective of the developed site or the historic zoning.
4. Land use of the adjacent properties is a mixture of commercial, institutional, single-family, and multi-family residential.
5. This request is being considered for first reading

**IV. ATTACHMENTS:**

- A) Ordinance
- B) Vicinity Map
- C) Location Map
- D) Zoning Map
- E) Future Land Use Map

  
Jerry B. Dudley  
Planning Director

  
Randall S. Osterman  
City Manager

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE TO REZONE PARCEL IDENTIFIED AS 257 NORTH COIT STREET, TAX MAP NUMBER 90073-05-005 FROM URBAN RESIDENTIAL ZONING DISTRICT TO DESTINATION/SELECT USE.**

**WHEREAS**, a Public Hearing was held in City Council Chambers on September 14, 2021 at 6:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, the property owners made application to rezone from RU, Urban Residential to DS, Destination/Select Use.

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

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

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

EXECUTED ON ONE (1) ADDITIONAL PAGE

Ordinance No. 2021-\_\_\_\_\_

Page 2

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

Approved as to form:

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

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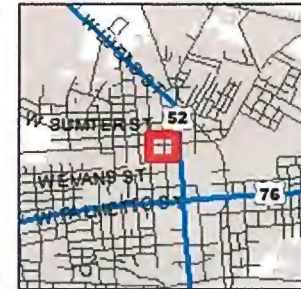
**Teresa Myers Ervin**  
**Mayor**

**Attest:**

---

**Casey C. Moore**  
**Municipal Clerk**

### Vicinity Map - 257 North Coit Street

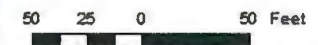


#### Legend

 Parcels



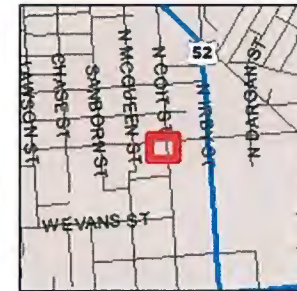
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Date: 10/6/2021



## Location Map - 257 North Coit Street



### Legend

Parcels

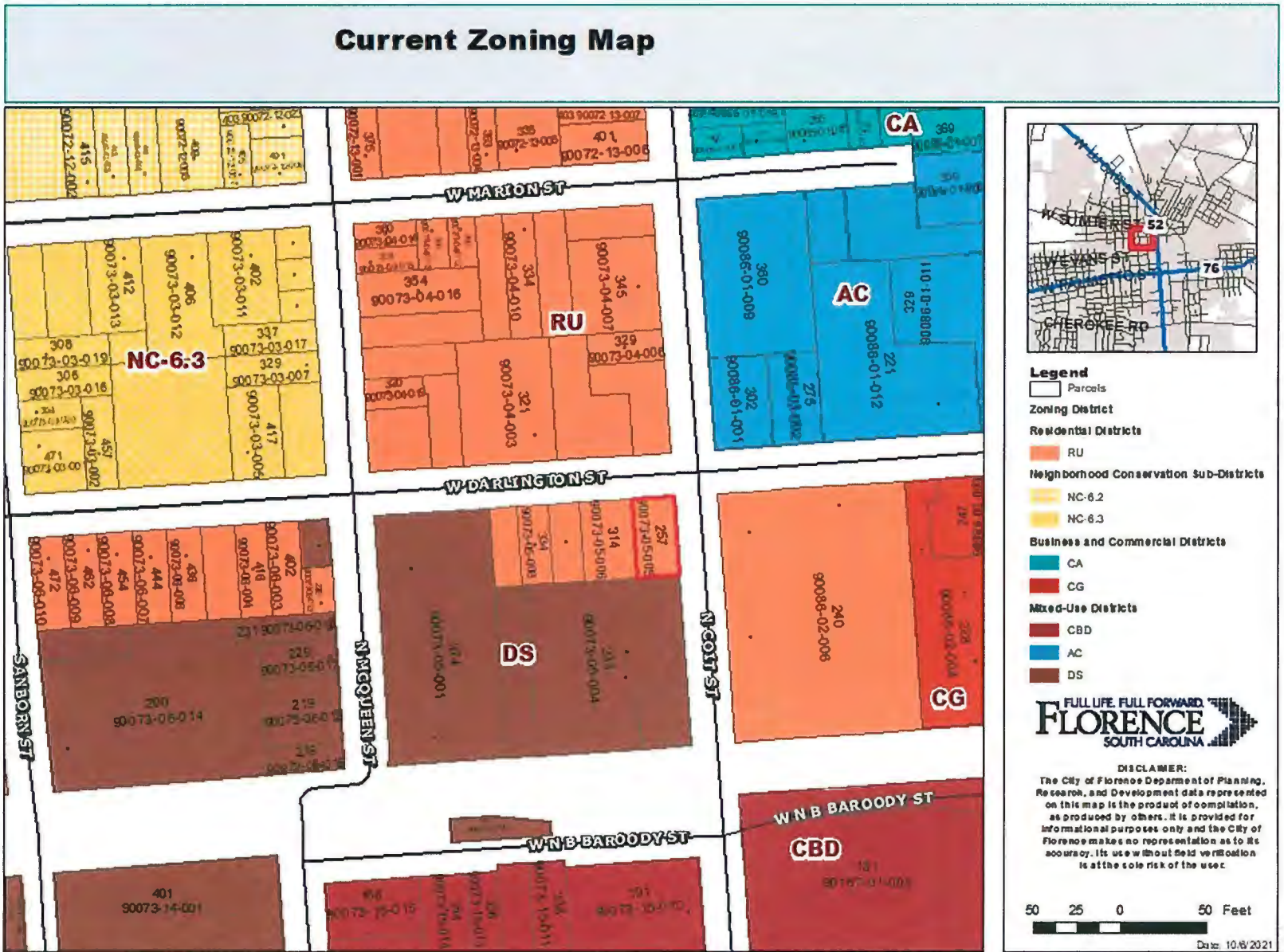


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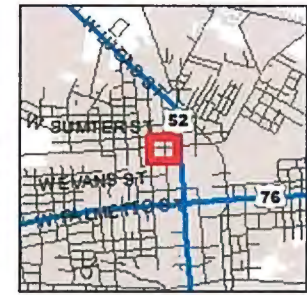
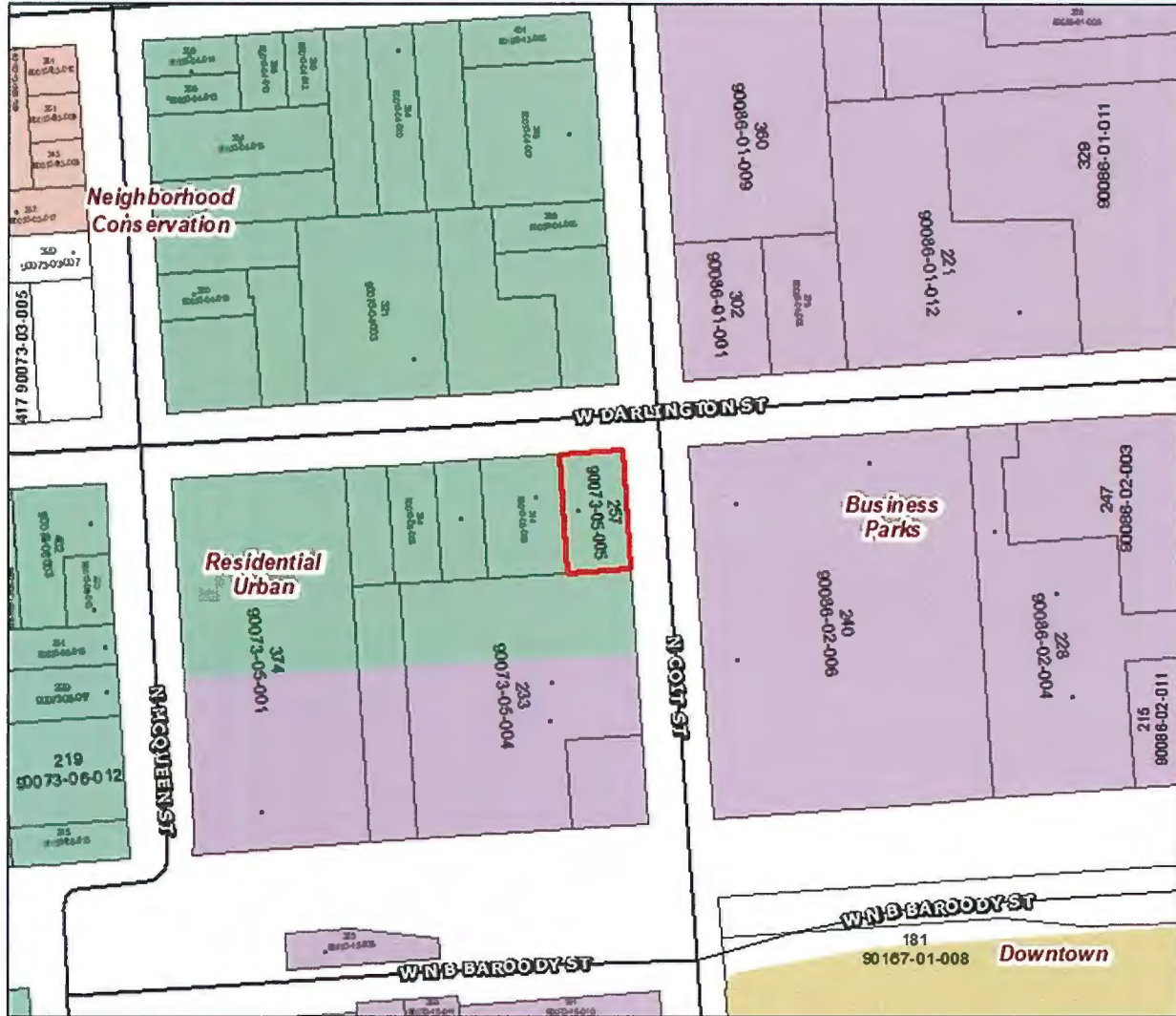


Date: 10/6/2021





# Future Land Use



## Legend

- Parcels
- Future Land Use 2010**
- Future Land Use**
- Business Parks
- Central Business District
- Neighborhood Conservation
- Residential Urban



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Date: 10/6/2021

**FLORENCE CITY COUNCIL MEETING**

**DATE:** October 11, 2021

**AGENDA ITEM:** Ordinance to Rezone from NC-6.1 to NC-6.3 the parcels located at 802 Cherokee Road, 806 Cherokee Road, 812 Cherokee Road, and 810 Congaree Road, TMNs 90064-11-006, 90064-11-007, 90064-11-013, and 90064-11-012.

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

**I. ISSUE UNDER CONSIDERATION:**

A request to rezone from NC-6.1 to NC-6.3 the parcels located at 802 Cherokee Road, 806 Cherokee Road, 812 Cherokee Road, and 810 Congaree Road, said properties being specifically designated in the Florence County Tax Records as Tax Map Parcels 90064-11-006, 90064-11-007, 90064-11-013, and 90064-11-012. The request is being made by the property owners.

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

On September 14, 2021, the City of Florence Planning Commission held a public hearing on this matter and voted 6-0 to recommend the parcels be rezoned from NC-6.1 to NC-6.3.

**III. POINTS TO CONSIDER:**

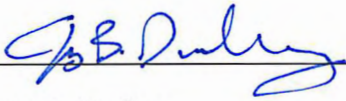
1. Under the 2008 Florence Zoning Ordinance, these lots were zoned R-5, which was a multi-family zoning district. A townhouse development of 11 units was built in 1979 at 810 Congaree Drive; a duplex is located at 806 Cherokee Road; 802 Cherokee Road is a single family house with an apartment onsite; and 812 Cherokee Road has the appearance of a single family house but has been used for multiple tenants in the past. Under the current zoning designation, these uses are non-conforming and could not be rebuilt if they were destroyed by more than 50%.
2. When the *Unified Development Ordinance* and its associated zoning map were adopted in January 2018, these properties were zoned Neighborhood Conservation-6.1, which permits single family detached housing only. This is not reflective of the historic zoning or existing uses.
3. The proposed zoning is Neighborhood Conservation-6.3, which permits single family houses, duplexes, townhomes, multiplexes, and multi-family structures. This zoning designation better represents the historic zoning and existing uses on these parcels.
4. This request is being considered for first reading.
5. The lots are currently privately owned.

**IV. PERSONAL NOTES:**

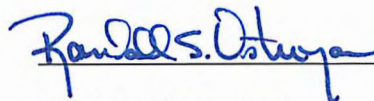


**V. ATTACHMENTS:**

- A) Ordinance
- B) Vicinity Map
- C) Location Map
- D) Zoning Map
- E) Future Land Use Map



Jerry B. Dudley  
Planning Manager



Randall S. Oeterman  
City Manager

ORDINANCE NO. 2021-\_\_\_\_\_

**AN ORDINANCE TO REZONE PROPERTIES IDENTIFIED AS 802 CHEROKEE ROAD, 806 CHEROKEE ROAD, 812 CHEROKEE ROAD, AND 810 CONGAREE ROAD, TAX MAP NUMBERS 90064-11-006, 90064-11-007, 90064-11-013, AND 90064-11-012 FROM NEIGHBORHOOD CONSERVATION-6.1 ZONING DISTRICT TO NEIGHBORHOOD CONSERVATION-6.3 ZONING DISTRICT:**

**WHEREAS**, a Public Hearing was held in City Council Chambers on September 14, 2021 at 6:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, the property owners made application to rezone from NC-6.1, Neighborhood Conservation-6.1 District to NC-6.3, Neighborhood Conservation-6.3;

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

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

- 1. That an Ordinance is hereby adopted by amending the Zoning Atlas of the City of Florence for the aforesaid property to NC-6.3**
- 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 \_\_\_\_\_, 2021

Approved as to form:

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

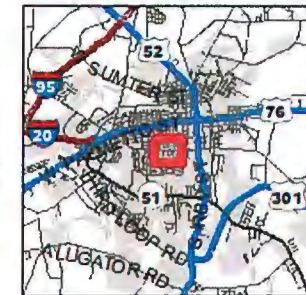
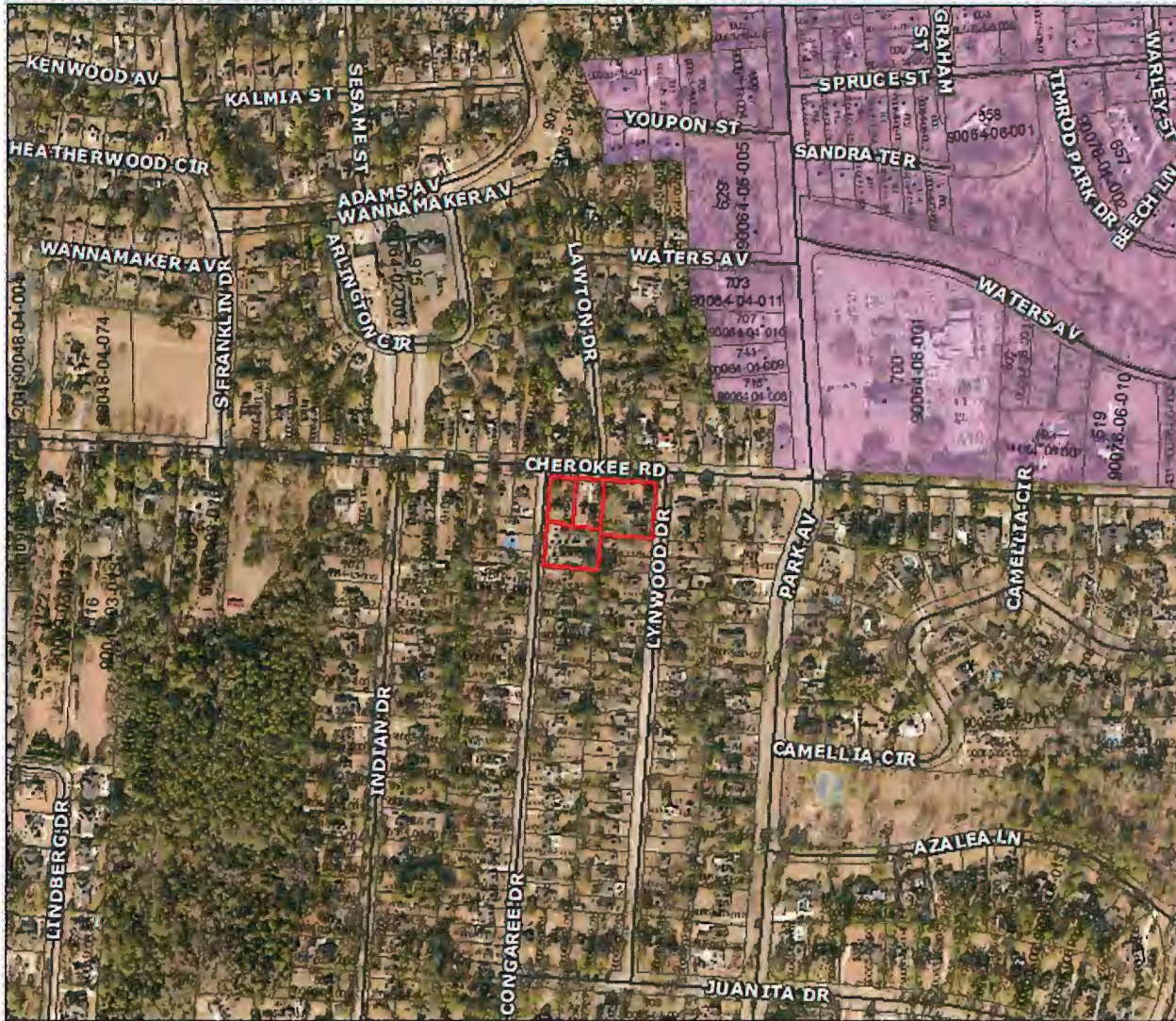
\_\_\_\_\_  
**Teresa Myers Ervin**  
Mayor

**Attest:**

\_\_\_\_\_  
**Casey C. Moore**  
Municipal Clerk



# Vicinity Map - Cherokee Road Rezoning

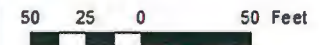


## Legend

-  Parcels
-  Timrod Park Overlay District
-  Proposed Parcel



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Date: 9/29/2021



# Location Map - Cherokee Road Rezoning

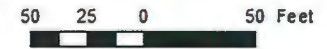


### Legend

-  Parcels
-  Timrod Park Overlay District
-  Proposed Parcel



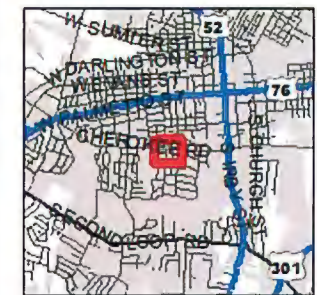
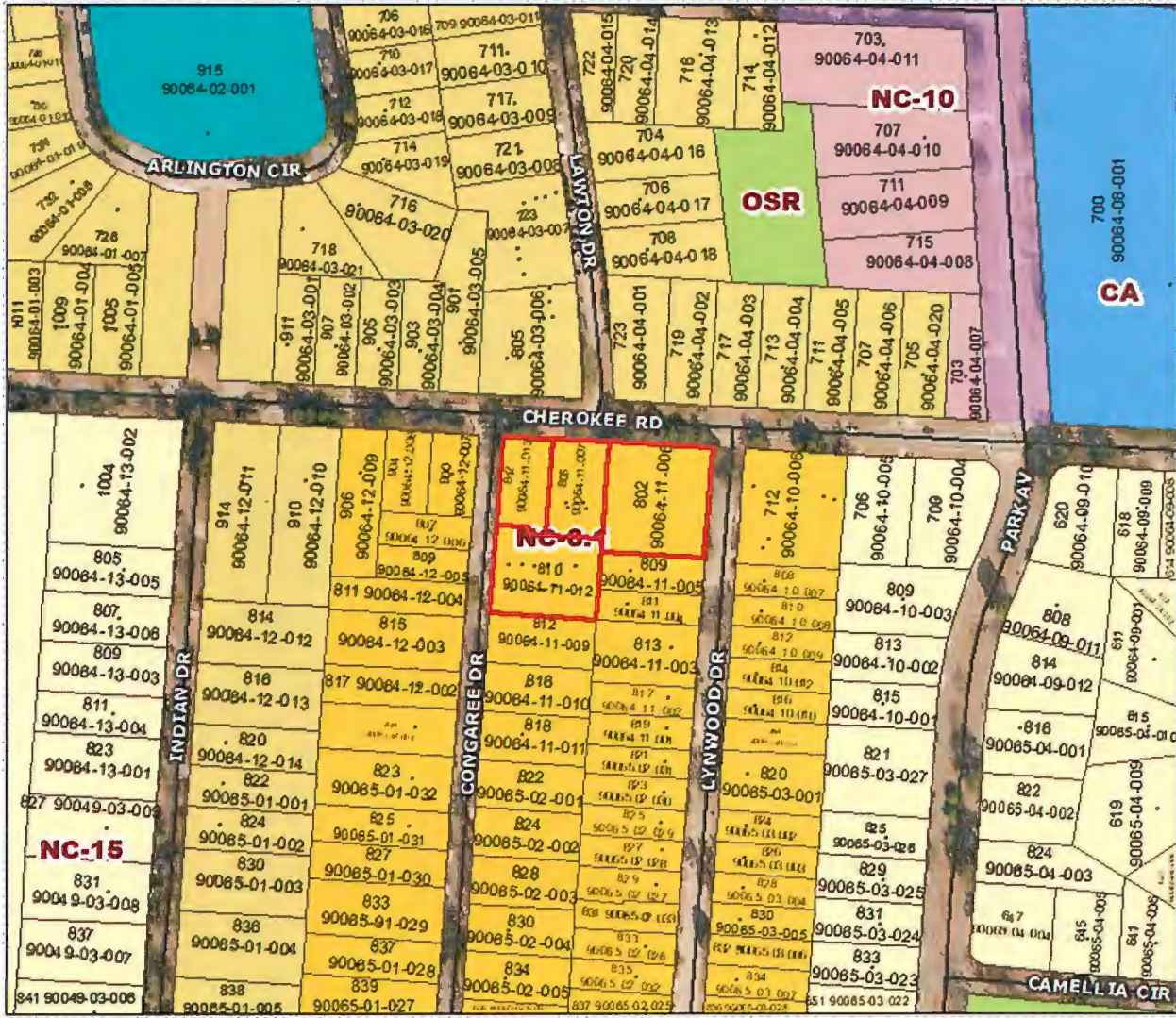
**DISCLAIMER:**  
 The City of Florence Department of Planning, Research, and Development data represented on this map is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Florence makes no representation as to its accuracy. Its use without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



Date: 9/29/2021



# Current Zoning Map - Cherokee Road Rezoning

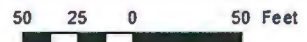


### Legend

- Parcels
- Timed Park Overlay District
- Zoning District**
- Agricultural and Open Space Districts**
- OSR
- Neighborhood Conservation Sub-Districts**
- NC-15
- NC-10
- NC-6.1
- Business and Commercial Districts**
- CA
- Proposed Parcel



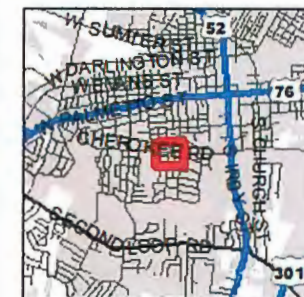
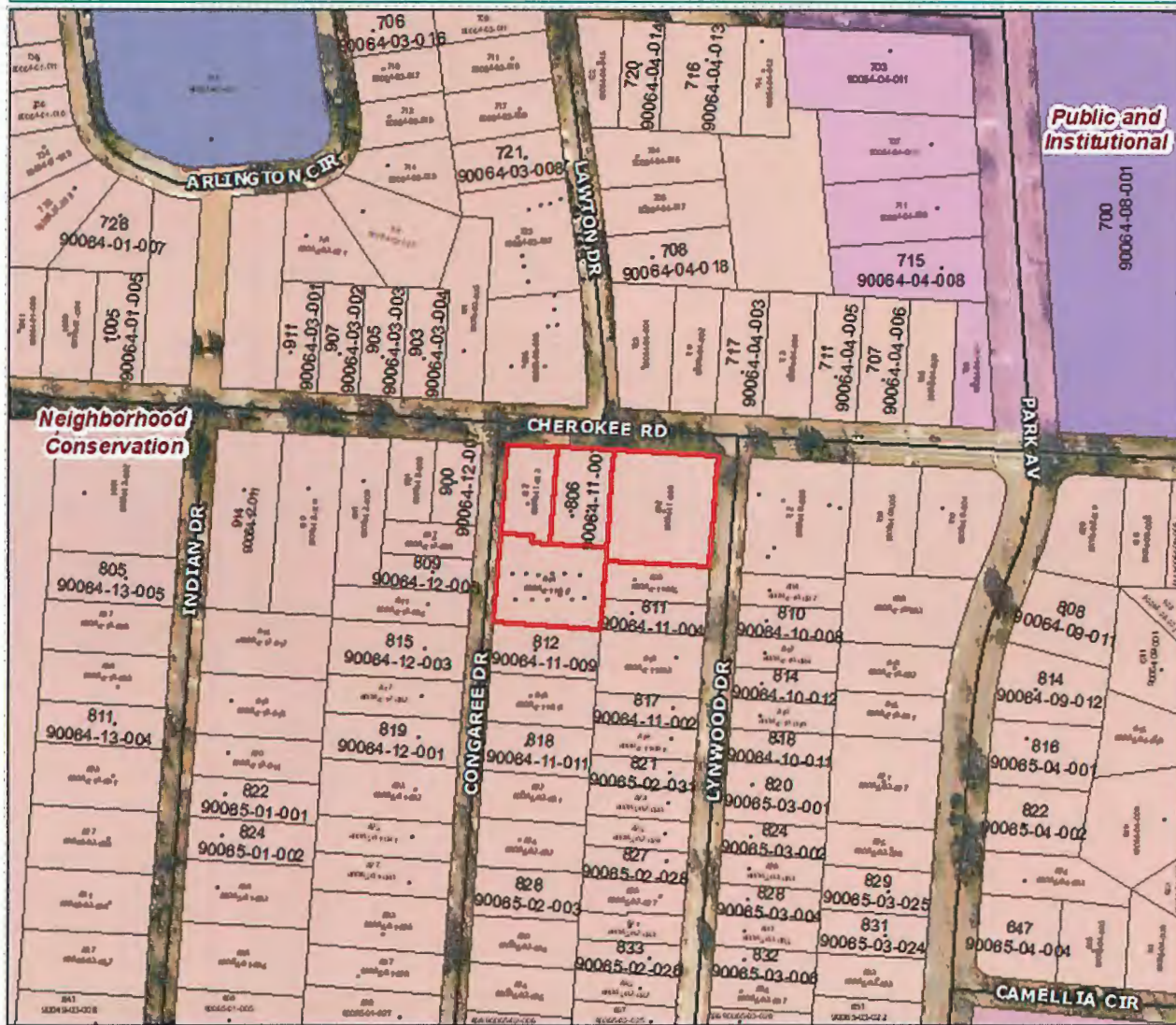
**DISCLAIMER:**  
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Date: 9/29/2021



# Future Land Use Map - Cherokee Road Rezoning

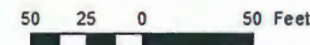


## Legend

-  Parcels
-  Timrod Park Overlay District
- Future Land Use 2010**
- Future Land Use**
-  Neighborhood Conservation
-  Parks and Open Space
-  Public and Institutional
-  Proposed Parcel



**DISCLAIMER:**  
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Date: 9/29/2021

FLORENCE CITY COUNCIL MEETING

**DATE:** May 10, 2021

**AGENDA ITEM:** Ordinance to Annex and Zone the North Side of Lake Oakdale and the Lake Oakdale Dam, a portion of TMN 00751-01-049.

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

---

**I. ISSUE UNDER CONSIDERATION:**

Request to annex a portion of Tax Map Number 00751-01-049 which includes the north half of Lake Oakdale and the dam into the City of Florence and zone to OSR, Open Space and Recreation. The request is being made by the property owner.

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

On April 13, 2021, Planning Commission held a public hearing on this matter, and voted unanimously, 7-0, to recommend the zoning request of OSR, Open Space and Recreation.

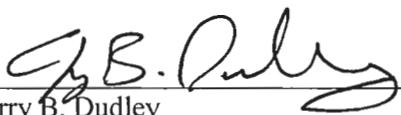
**III. POINTS TO CONSIDER:**


- (1) Request is being considered for first reading.
- (2) City water and sewer services are not necessary; there is no cost to extend utility services.
- (3) A Public Hearing for zoning was held at the April 13, 2021 Planning Commission meeting.
- (4) This request includes portions of Lake Oakdale and the associated dam. The proposed zoning of OSR is in agreement with the existing use of the property.

**IV. PERSONAL NOTES:**

**V. ATTACHMENTS:**

- (1) Ordinance
- (2) Vicinity Map
- (3) Parcels 1 and 2 Plat
- (4) Annexation Petition

  
\_\_\_\_\_  
Jerry B. Dudley  
Planning Director

  
\_\_\_\_\_  
Randall S. Osterman  
City Manager

ORDINANCE NO. 2021 \_\_\_\_\_

**AN ORDINANCE TO ANNEX AND ZONE THE NORTH SIDE OF LAKE OAKDALE AND THE LAKE OAKDALE DAM, A PORTION OF TMN 00751-01-049.**

**WHEREAS,** a Public Hearing was held in the Council Chambers on April 13, 2021 at 6:00 P.M. before the City of Florence Planning Commission via Zoom, and notice of said hearing was duly given;

**WHEREAS,** application by Claussen Developers, LLC, owner of TMN 00751-01-049, was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be incorporated into 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 given the zoning district classification of OSR:

**The property requesting annexation is shown more specifically on Florence County Tax Map 00751, block 01, parcel 049 and on the plat filed in Plat Book 107 at page 233.**

**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 \_\_\_\_\_, 2021

Approved as to form:

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

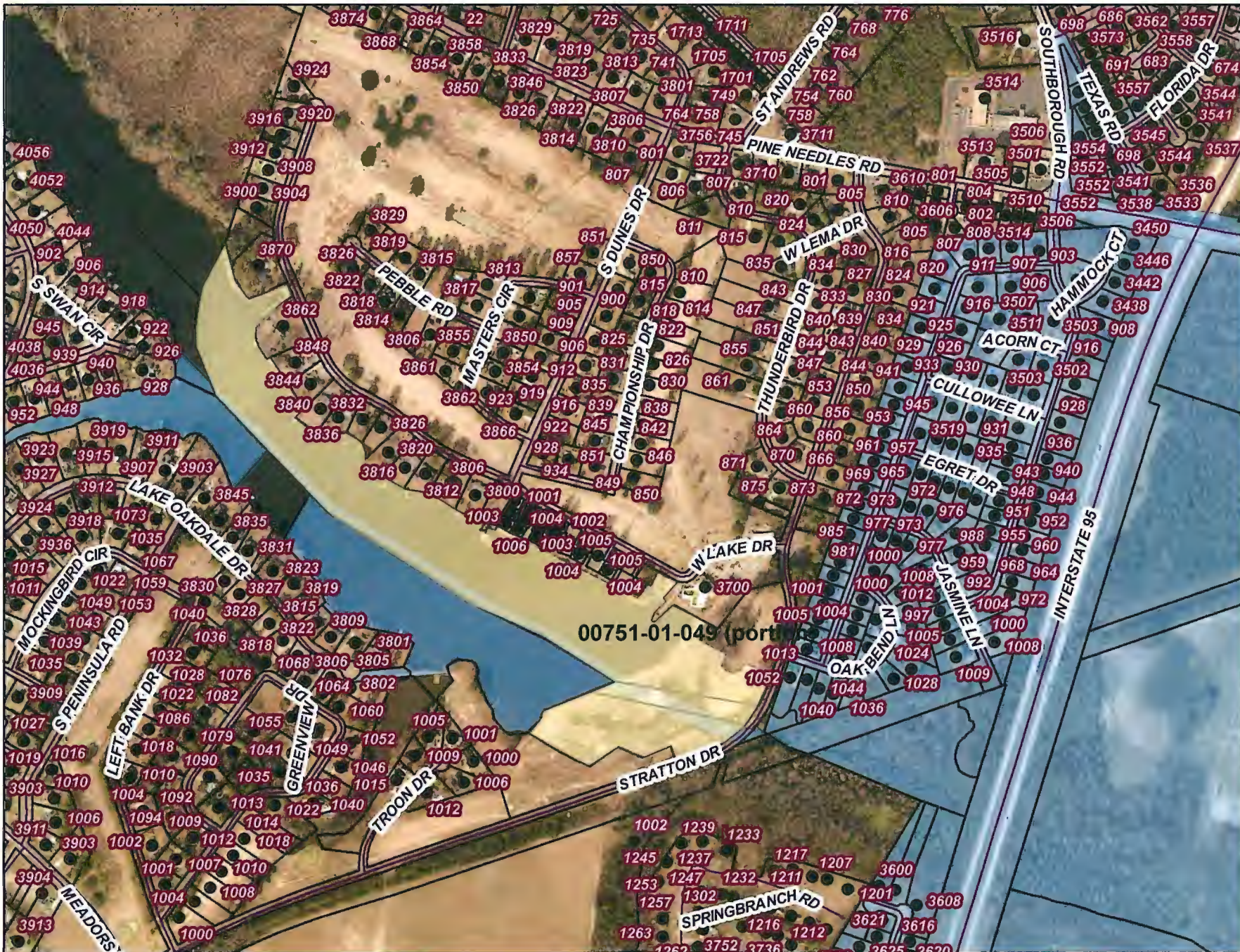
\_\_\_\_\_  
**Teresa Myers Ervin,**  
Mayor

**Attest:**

\_\_\_\_\_  
**Casey C. Moore**  
Municipal Clerk



# Lake Oakdale Annexation April, 2021



### Legend

- Oakdale Annex
- County address
- Streets
- Parcels
- City Limits



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

*William F. Cox, Jr.* 8/31/20  
 WILLIAM F. COX, JR. PLS 11363 DATE



Floodmap County Parcel No. 00075-01-020  
 Date by certified that the flood zone is on 2/14  
 day of *Aug* 2020  
 County Planner *Dorothy Singler*

LEGEND  
 I.N. IRON NEW 1/2" REBAR  
 I.O. IRON OLD  
 PT. POINT

NOTES:  
 1) TAX MAP NO. 00075-01-020, 00751-01-049  
 2) DATE OF SURVEY: AUGUST 19, 2020  
 3) THIS LOT IS LOCATED IN FLOOD ZONE "X"  
 NATIONAL FLOOD INSURANCE PROGRAM,  
 FLOOD RATE MAP DATED DEC. 16, 2014

REFERENCE:  
 1) PLAT BY ERVIN ENGINEERING DATED MARCH 15, 1993 FOR OKDALE COUNTRY CLUB.  
 2) PB 22/555  
 3) PB 23/173  
 4) PB 30/210  
 5) PB 36/419  
 6) PB 43/135  
 7) PB 84/421  
 8) PB 90/170  
 9) PB 92/295

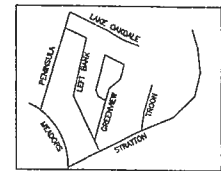
L=506.93'  
 R=1446.74'  
 $\Delta=20^{\circ}04'34''$   
 C LEN=504.34'  
 BRG=S 32^{\circ}39'40" E

L=363.35'  
 R=4175.26'  
 $\Delta=04^{\circ}59'10''$   
 C LEN=363.23'  
 BRG=N 64^{\circ}36'46" E

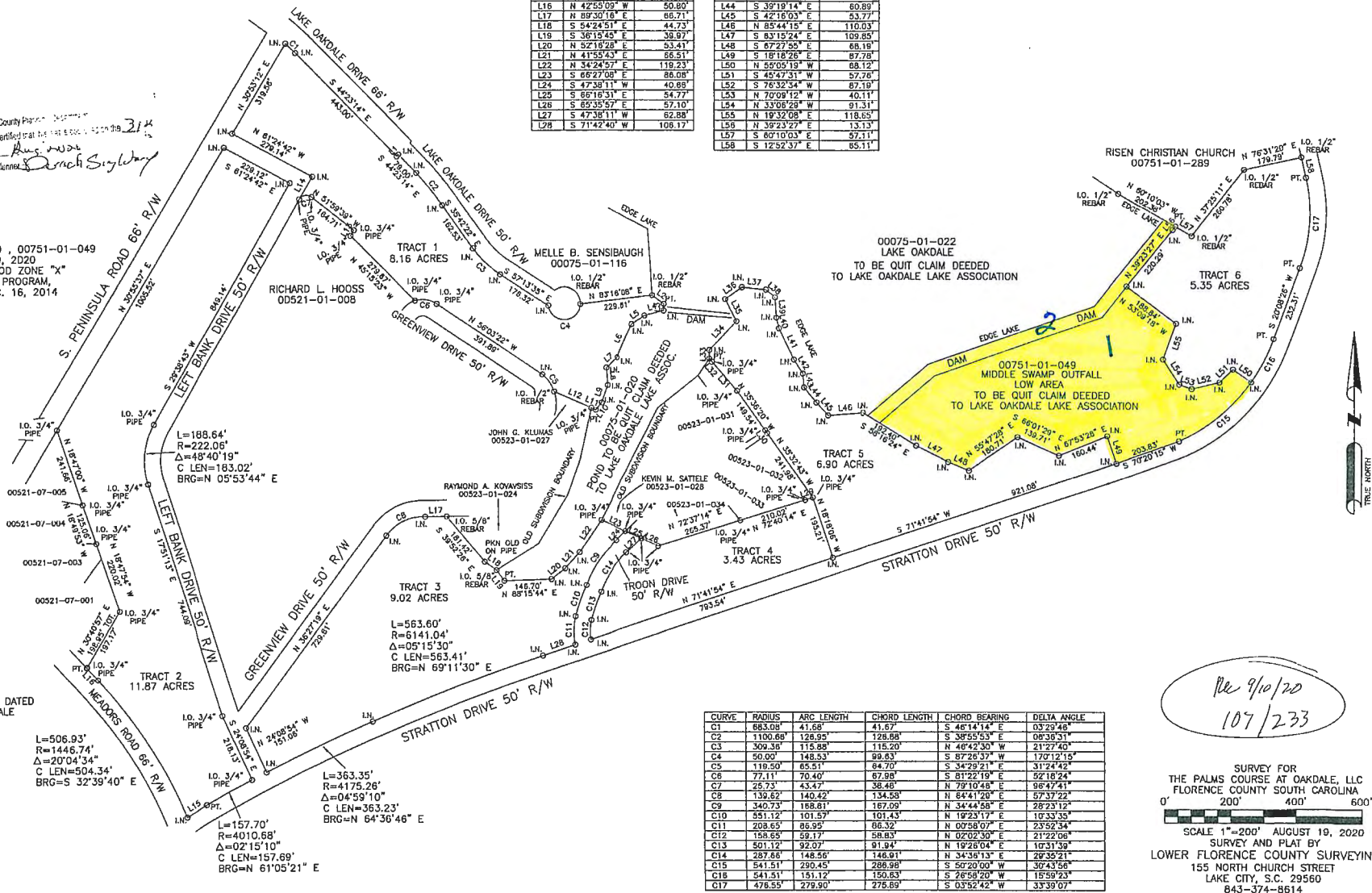
L=157.70'  
 R=4010.68'  
 $\Delta=02^{\circ}15'10''$   
 C LEN=157.69'  
 BRG=N 61^{\circ}05'21" E

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 45°36'46" E | 8.00'    |
| L2   | S 53°04'41" E | 44.59'   |
| L3   | S 00°55'31" W | 20.00'   |
| L4   | S 75°22'11" W | 61.40'   |
| L5   | S 56°40'56" W | 48.73'   |
| L6   | S 23°50'57" W | 112.87'  |
| L7   | S 50°59'50" W | 48.77'   |
| L8   | S 04°20'04" E | 34.29'   |
| L9   | S 16°56'10" W | 57.50'   |
| L10  | S 39°22'49" W | 28.79'   |
| L11  | N 69°01'44" W | 15.00'   |
| L12  | N 06°01'11" W | 125.58'  |
| L13  | N 31°03'42" E | 19.65'   |
| L14  | N 30°29'52" E | 79.73'   |
| L15  | S 69°34'17" W | 74.41'   |
| L16  | N 42°55'09" W | 50.80'   |
| L17  | N 09°30'18" E | 65.71'   |
| L18  | S 54°24'51" E | 44.73'   |
| L19  | S 36°15'45" E | 38.97'   |
| L20  | N 52°16'28" E | 53.41'   |
| L21  | N 41°55'43" E | 65.51'   |
| L22  | N 34°24'57" E | 119.23'  |
| L23  | S 66°27'08" E | 86.08'   |
| L24  | S 47°38'11" W | 40.89'   |
| L25  | S 06°16'51" E | 54.77'   |
| L26  | S 85°35'57" E | 57.10'   |
| L27  | S 47°38'11" W | 62.88'   |
| L28  | S 71°42'40" W | 108.17'  |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L29  | N 72°29'36" E | 24.93'   |
| L30  | N 35°32'43" W | 10.04'   |
| L31  | N 46°43'34" W | 118.84'  |
| L32  | N 46°43'34" W | 12.03'   |
| L33  | N 00°37'28" E | 27.15'   |
| L34  | N 43°12'51" E | 121.67'  |
| L35  | N 26°59'42" W | 78.24'   |
| L36  | N 54°44'50" E | 92.84'   |
| L37  | S 84°19'27" E | 74.80'   |
| L38  | S 50°17'24" E | 36.42'   |
| L39  | S 03°45'57" E | 62.22'   |
| L40  | S 13°28'51" E | 33.65'   |
| L41  | S 25°03'17" E | 107.12'  |
| L42  | S 32°36'48" E | 50.85'   |
| L43  | S 05°41'59" E | 42.58'   |
| L44  | S 39°19'14" E | 80.89'   |
| L45  | S 42°16'03" E | 53.77'   |
| L46  | N 85°44'15" E | 110.03'  |
| L47  | S 83°15'24" E | 109.85'  |
| L48  | S 87°27'55" E | 68.19'   |
| L49  | S 18°16'26" E | 87.38'   |
| L50  | N 55°05'19" W | 88.12'   |
| L51  | S 45°47'31" W | 57.26'   |
| L52  | S 76°32'34" W | 87.19'   |
| L53  | S 70°09'12" W | 40.11'   |
| L54  | N 33°08'28" W | 91.31'   |
| L55  | N 19°32'08" E | 118.65'  |
| L56  | N 39°23'27" E | 13.13'   |
| L57  | S 80°10'03" E | 57.11'   |
| L58  | S 12°52'37" E | 65.11'   |



VICINITY MAP NOT TO SCALE



| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|----------|------------|--------------|---------------|-------------|
| C1    | 683.08'  | 41.58'     | 41.57'       | S 46°14'14" E | 03°23'48"   |
| C2    | 1100.69' | 128.95'    | 128.88'      | S 38°55'53" E | 06°36'31"   |
| C3    | 309.36'  | 115.88'    | 115.20'      | N 46°42'30" W | 21°27'40"   |
| C4    | 50.00'   | 148.53'    | 89.83'       | S 87°26'37" W | 170°12'15"  |
| C5    | 119.60'  | 65.51'     | 64.70'       | S 34°29'21" E | 31°24'42"   |
| C6    | 77.11'   | 70.40'     | 67.98'       | S 81°22'19" E | 92°18'24"   |
| C7    | 25.73'   | 43.47'     | 38.48'       | N 79°10'48" E | 66°47'41"   |
| C8    | 139.62'  | 140.42'    | 134.58'      | N 84°41'20" E | 57°37'22"   |
| C9    | 340.73'  | 168.61'    | 167.09'      | N 34°44'58" E | 28°23'17"   |
| C10   | 451.12'  | 101.57'    | 101.43'      | N 19°23'17" E | 10°33'35"   |
| C11   | 208.65'  | 65.95'     | 66.32'       | N 00°58'07" E | 23°52'34"   |
| C12   | 158.65'  | 59.17'     | 58.83'       | N 02°02'30" E | 21°22'06"   |
| C13   | 501.12'  | 92.07'     | 91.94'       | N 19°26'04" E | 10°31'39"   |
| C14   | 287.66'  | 148.56'    | 146.91'      | N 34°35'13" E | 29°35'21"   |
| C15   | 541.51'  | 290.45'    | 286.98'      | S 02°20'00" W | 30°43'56"   |
| C16   | 541.51'  | 151.12'    | 150.63'      | S 26°58'20" W | 15°59'23"   |
| C17   | 476.55'  | 279.90'    | 276.89'      | S 03°52'42" W | 33°39'07"   |

*Re 9/10/20*  
 107/233

SURVEY FOR THE PALMS COURSE AT OKDALE, LLC FLORENCE COUNTY SOUTH CAROLINA  
 SCALE 1"=200' AUGUST 19, 2020  
 SURVEY AND PLAT BY LOWER FLORENCE COUNTY SURVEYING  
 155 NORTH CHURCH STREET LAKE CITY, S.C. 29560  
 843-374-8614

STATE OF SOUTH CAROLINA)

PETITION FOR ANNEXATION

COUNTY OF FLORENCE)

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

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

1. The petitioners are the sole owner(s) of real estate in the County of Florence, State of South Carolina which property lies adjacent and contiguous to the corporate limits of the City of Florence.
2. That the petitioner(s) desires to annex the property more particularly described below:  
SEE ATTACHED SCHEDULE A  
Florence County Tax Map Number: portion of 00751-01-049
3. Annexation is being sought for the following purposes: Access to City services
4. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

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

|                   |             |                          |             |
|-------------------|-------------|--------------------------|-------------|
| Total Residents   | <u>    </u> | Race                     | <u>    </u> |
| Total 18 and Over | <u>    </u> | Total Registered to Vote | <u>    </u> |

APPLICANT (S) (Please print or type):

Name(s): Claussen Developers, LLC (B. Kendall Hiller, Attorney)

Address: P.O. Box 1461, Florence, SC 29501

Telephone Numbers: 843-669-6395 [work] \_\_\_\_\_ [home]

Email Address: khiller@mcgowanlaw.com

Signature BK Hiller, attorney Date March 4, 2021

|  |                      |
|--|----------------------|
| Certification as to ownership on the date of petition: | FOR OFFICAL USE ONLY |
| Date <u>3/4/2021</u>                                   | <u>AK</u>            |

SCHEDULE A  
PROPERTY TO BE ANNEXED

Parcel 1 of 3: The parcel of land depicted as "Middle Swamp Outfall Low Area to be Quit Claim Deeded to Lake Oakdale Lake Association" on the plat filed in the Florence County Clerk of Court's Office on September 10, 2020 in Plat Book 107 at Page 233.

Parcel 2 of 3: The strip of land abutting Parcel 1 above depicted on the plat referenced above as "DAM", being bound as follows: on its southernmost end by Tract 5 as shown on the above referenced plat; on its eastern line by Parcel 1 above and Tract 6 depicted on the above reference plat; on its northernmost line by property of Risen Christian Church (tax parcel 00751-01-289); and on its westernmost line by Lake Oakdale.

Parcel 3 of 3: The **portion** of Tax Parcel Number 00751-01-049 comprising essentially the northern half of Lake Oakdale, bounded as follows: on the south by Parcels 00075-01-022 and 00075-01-237; on the east by a portion of Parcel 2 above; on the West by Parcels 00075-01-021 and 0051-01-003 and on its northern most line by the rear property lines of various residential parcels that front on West Lake Drive; this Parcel 3 to be annexed also abuts two (2) portions of West Lake Drive - one near its northeastern end between Tax Parcels 00751-01-285 and 00751-01-040 and the other near its southern end between Tax Parcels 00751-01-281, 00751-01-282 and 00751-01-289.



**FLORENCE CITY COUNCIL MEETING**

**DATE:** November 08, 2021  
**AGENDA ITEM:** Ordinance  
**DEPARTMENT/DIVISION:** City Manager's Office

**I. ISSUE UNDER CONSIDERATION**

An Ordinance to declare surplus and donate a portion of city-owned property located at tax map 70012-20-002 in Timmons ville, SC to Florence County for the Timmons ville Rescue Squad.

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

1. The property at tax map 70012-20-002 was initially used as part of the Timmons ville water and sewer system. The utility system, including said property, was acquired by the City of Florence. The City of Florence abandoned this portion of the utility system and has no use for the property.
2. The old Timmons ville Rescue Squad building currently sits on a portion of said property.
3. The Timmons ville Rescue Squad has asked that the City of Florence donate a portion of tax map 70012-20-002 to them.
4. Florence County has agreed to receive this donated property and donate said property to the Timmons ville Rescue Squad.

**III. POINTS TO CONSIDER**

**IV. OPTIONS:**

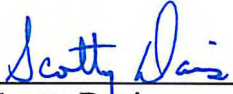
City Council may:

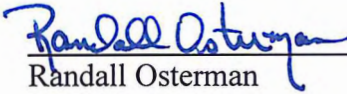
1. Approve and adopt the Ordinance as presented.
2. Defer should additional information be needed.
3. Deny the Ordinance.

**V. PERSONAL NOTES:**

**VI. ATTACHMENTS**

1. Proposed Ordinance
2. Map of property to be donated

  
\_\_\_\_\_  
Scotty Davis  
Deputy City Manager

  
\_\_\_\_\_  
Randall Osterman  
City Manager

**ORDINANCE NO. 2021-\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE REAL ESTATE SHOWN AS 0.98 ACRES ON THE PLAT ATTACHED HERETO AS EXHIBIT "A" TO FLORENCE COUNTY, SAID PROPERTY BEING A PORTION OF THE PROPERTY CURRENTLY OCCUPIED BY TIMMONSVILLE RESCUE SQUAD AND BEING A PORTION OF THE PROPERTIES CONVEYED TO THE CITY BY TIMMONSVILLE AS PART OF THE ACQUISITION OF THE TIMMONSVILLE WATER AND SEWER SYSTEM.**

**WHEREAS**, after due consideration, the City has concluded that the land described on Exhibit "A" attached hereto and incorporated herein by reference, said land being surplus land to the City since it is not needed for the operation of the water and sewer system and has been part of the Timmonsville Rescue Squad operations.

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

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary deeds and other documentation to convey title to the property described as Parcel 1 on the plat attached hereto to Florence County for the Timmonsville Rescue Squad.

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

**ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

Approved as to form:

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

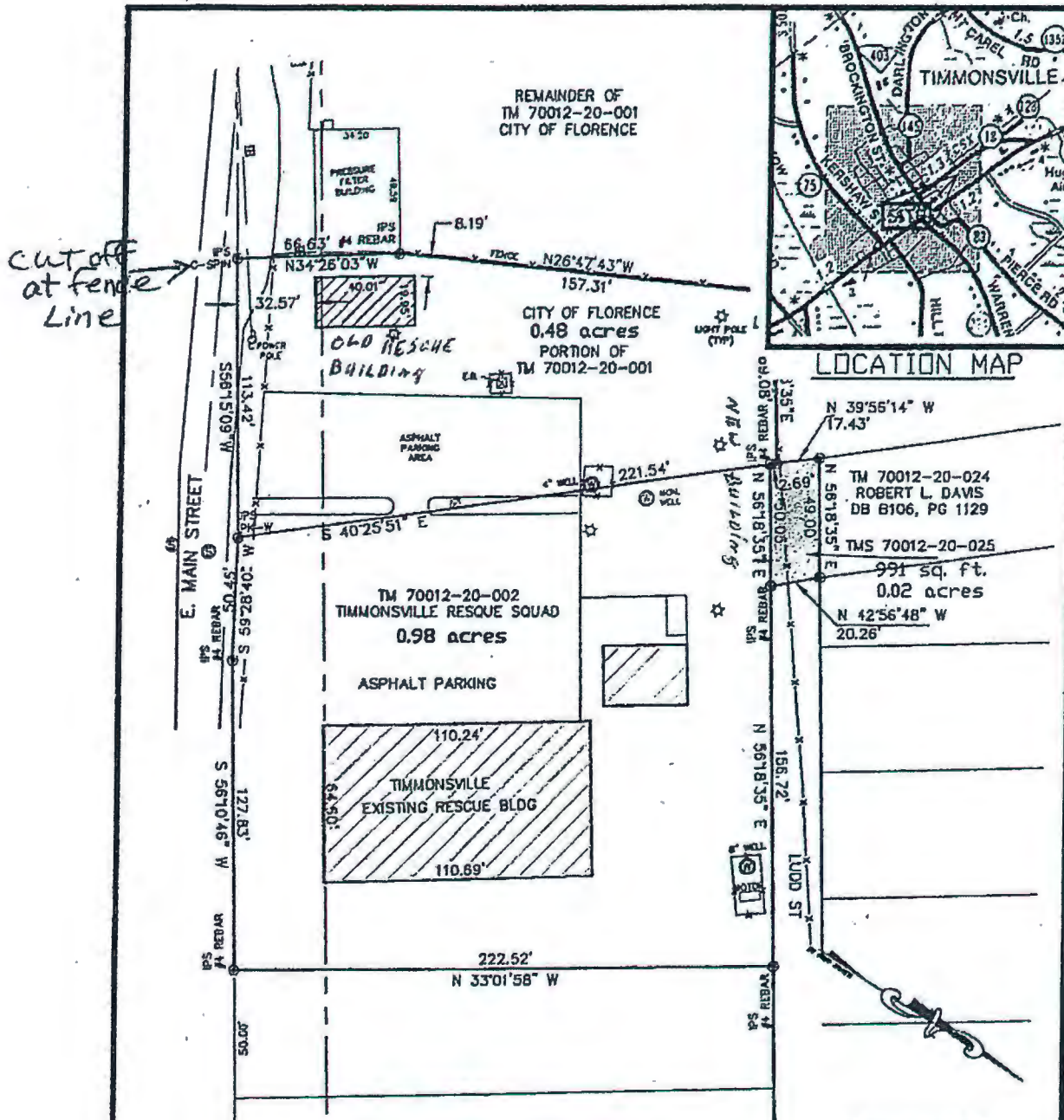
\_\_\_\_\_  
TERESA MYERS ERVIN  
Mayor

**Attest:**

\_\_\_\_\_  
CASEY C. MOORE  
Municipal Clerk



# EXHIBIT A



## PLAT

TIMMONSVILLE  
FLORENCE COUNTY  
SOUTH CAROLINA

OF 0.98 ACRES LOCATED IN TIMMONSVILLE, FLORENCE COUNTY, SOUTH CAROLINA, BEING THAT PROPERTY DESIGNATED AS TAX PARCEL 70012-20-001. SURVEYED FOR:

### TIMMONSVILLE RESCUE SQUAD

PORTION OF

DATE: APRIL 14, 2014 JOB NO: 114604 FLD BK: PAGE: REF JOB NO: 07596 TMA: 70012-20-001

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARD OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP 45041C0115D, EFFECTIVE DATE DEC. 16, 2004, AND FOUND THE SUBJECT PROPERTY TO NOT BE IN A FLOOD ZONE.

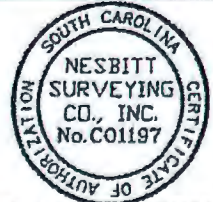
NOTE: THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY. UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.



**NESBITT SURVEYING CO., INC.**  
4340 ALLIGATOR ROAD  
U.S. HIGHWAY 76 & ALLIGATOR ROAD  
TIMMONSVILLE, S.C. 29161  
PHONE (843) 346-3302  
email davidn@nesbittsurveying.com

SCALE 1" = 50 FT  
0 25 50 100  
GRAPHIC SCALE

DAVID A. NESBITT RLS NO 7623



FLORENCE CITY COUNCIL MEETING

**DATE:** November 8, 2021

**AGENDA ITEM:** An ordinance to rezone 517 West Sumter Street from NC-6.2 to CBD; identified as Tax Map Number 90072-07-001.

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

---

**I. ISSUE UNDER CONSIDERATION:**

A request to rezone from NC-6.2 to CBD the parcel located at 517 West Sumter Street, said property being specifically designated in the Florence County Tax Records as Tax Map Number 90072-07-001. The request is being made by the property owner.

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

On September 14, 2021, the City of Florence Planning Commission held a public hearing on this matter and voted 7-0 to deny the parcels be rezoned from NC-6.2 to CBD.

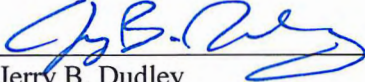
**III. POINTS TO CONSIDER:**

1. The property is currently zoned Neighborhood Conservation – 6.2 (NC-6.2), which permits residential uses such as single family detached and duplex. The current zoning conditionally permits limited commercial uses accessory to homes such as home occupations and in-home childcare.
2. The proposed zoning is Central Business District (CBD). The CBD is a mixed-use zoning district described by the Unified Development Ordinance as “intended for development, redevelopment, and reuse of residential, commercial, and mixed-use buildings in Downtown.”
3. The parcel meets the minimum dimensional requirement for the CBD zoning district per the City of Florence Unified Development Ordinance. New construction would have to conform to the setbacks of the CBD zoning district which include specifications from the Downtown Design Guidelines.
4. Land use of the adjacent properties is overwhelmingly residential. The rezoning of this parcel seems to meet the definition of “spot zoning”, which is illegal in South Carolina. The Supreme Court of South Carolina defined spot zoning as the “process of singling out a small parcel of land for use classification totally different from that of the surrounding area, for the benefit of the owners of that property and to the detriment of other owners.”
5. The site is currently an undeveloped vacant lot, but aerial images show a house on the parcel as recently as 2011.
6. Based upon the residential character and zoning of properties in the vicinity, City staff agrees with Planning Commission and does not recommend the parcel to be rezoned.
7. This request is being considered for first reading.

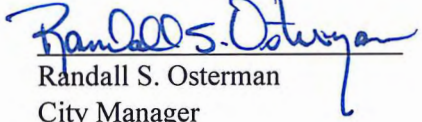


**IV. ATTACHMENTS:**

- A) Ordinance
- B) Location Map
- C) Zoning Map
- D) Future Land Use Map



Jerry B. Dudley  
Planning Director



Randall S. Osterman  
City Manager

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE TO REZONE PARCEL IDENTIFIED AS 517 WEST SUMTER STREET, TAX MAP NUMBER 90072-07-001 FROM NEIGHBORHOOD CONSERVATION-6.2 ZONING DISTRICT TO CENTRAL BUSINESS DISTRICT ZONING DISTRICT.**

**WHEREAS**, a Public Hearing was held in City Council Chambers on October 12, 2021 at 6:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, the property owners made application to rezone from NC-6.2, Neighborhood Conservation-6.2 to CBD, Central Business District.

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

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

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

EXECUTED ON ONE (1) ADDITIONAL PAGE

Ordinance No. 2021-\_\_\_\_\_

Page 2

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

Approved as to form:

---

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

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**Teresa Myers Ervin**  
Mayor

**Attest:**

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**Casey C. Moore**  
Municipal Clerk

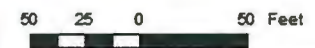
## Location Map - 517 West Sumter Street



**Legend**  
 Parcels



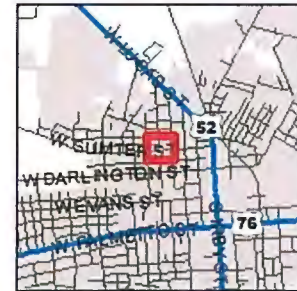
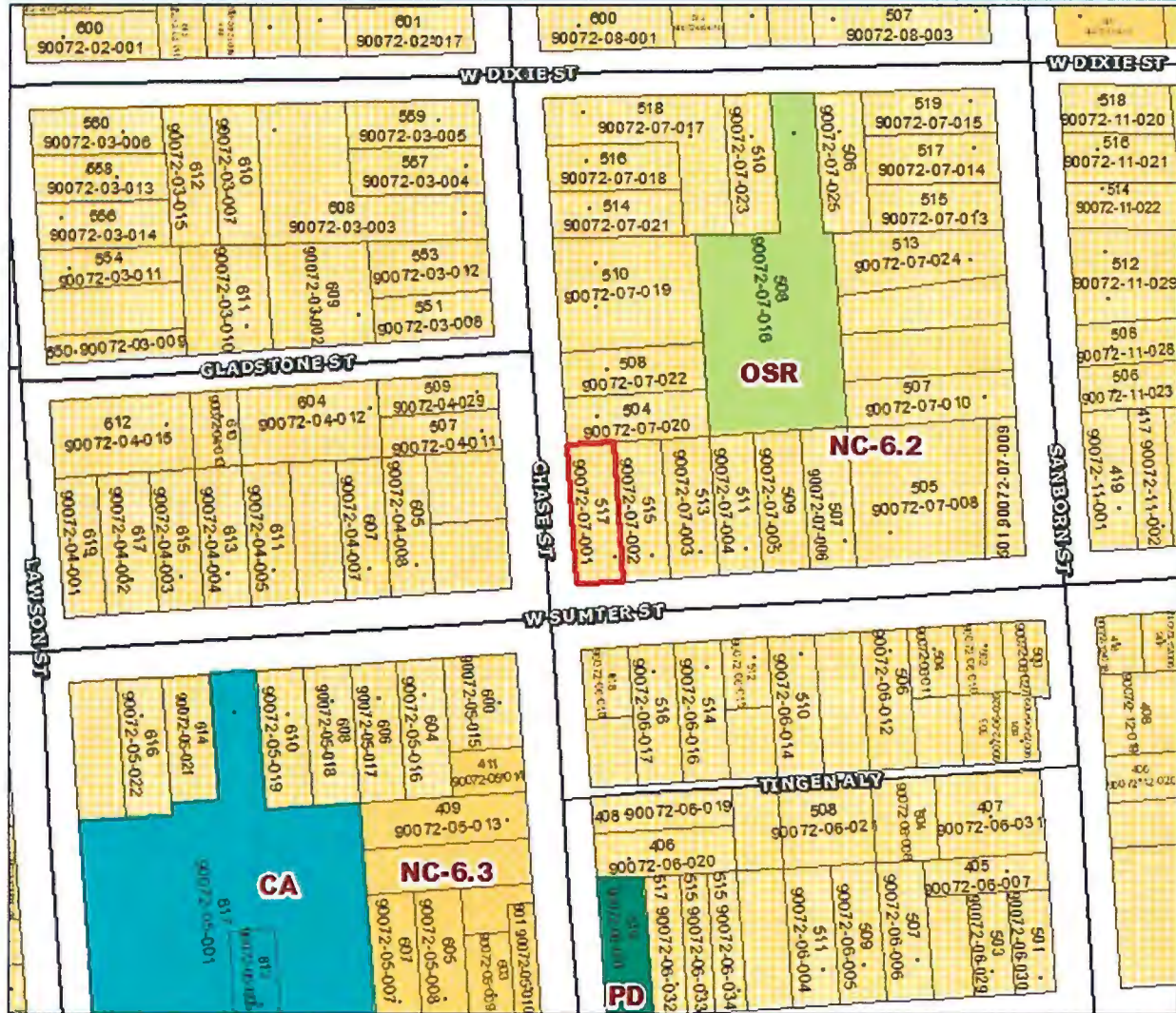
**DISCLAIMER:**  
 The City of Florence Department of Planning, Research, and Development data represented on this map is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Florence makes no representation as to its accuracy. Its use without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



Date: 11/2/2021



## Current Zoning Map - 517 West Sumter Street

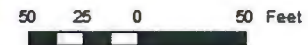


**Legend**

- Parcels
- Zoning District**
- Agricultural and Open Space Districts
  - OSR
- Residential Districts**
  - PD
- Neighborhood Conservation Sub-Districts**
  - NC-6.2
  - NC-6.3
- Business and Commercial Districts**
  - CA



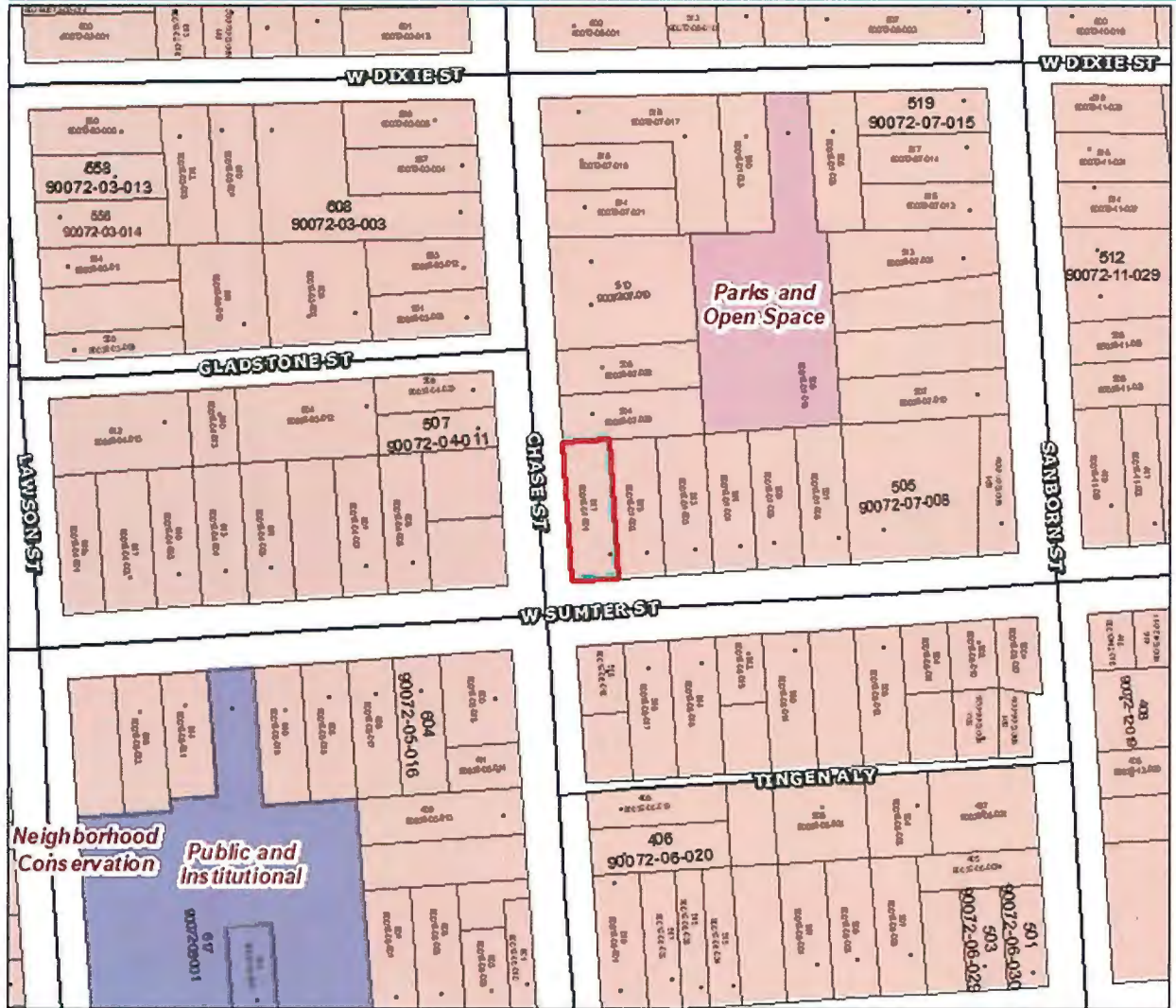
**DISCLAIMER:**  
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Date: 11/2/2011



# Future Land Use - 517 West Sumter Street

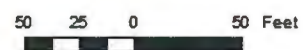


### Legend

- Parcels
- Future Land Use 2010**
- Future Land Use**
- Neighborhood Conservation
- Parks and Open Space
- Public and Institutional



**DISCLAIMER:**  
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Date: 11/2/2021

FLORENCE CITY COUNCIL MEETING

**DATE:** November 8, 2021  
**AGENDA ITEM:** Emergency Ordinance  
**DEPARTMENT/DIVISION:** City Council

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**I. ISSUE UNDER CONSIDERATION:**

An Ordinance to replace the existing Emergency Ordinance 2021-30 in response to the COVID-19 emergency.

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

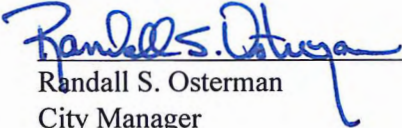
1. City Council has previously adopted Emergency Ordinances designed to properly react to the emergency presented by the pandemic including, but not limited to Emergency Ordinance No.2021-30, Emergency Ordinance No. 2020-28, which consolidated Emergency Ordinance No. 2020-13, Emergency Ordinance No. 2020-12, and Emergency Ordinance No. 2020-20, Ordinance No. 2021-08, and Resolution 2021-15.

**III. POINTS TO CONSIDER:**

1. This Ordinance will replace the current Emergency Ordinance No. 2021-30.

**IV. ATTACHMENTS:**

1. Proposed Ordinance

  
Randall S. Osterman  
City Manager

**EMERGENCY ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE TO REPLACE THE EXISTING EMERGENCY ORDINANCE 2021-30 IN RESPONSE TO THE COVID-19 EMERGENCY.**

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that can result in serious illness or death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, the Delta strain of the COVID-19 has caused significant increases in number of COVID-19 cases throughout South Carolina, and these increases have been of particular note in Florence County and the metropolitan area of the City of Florence as evidenced by Exhibit A attached hereto;

**WHEREAS**, the Centers for Disease Control and Prevention (the “CDC”) continues to warn of the high public health threat posed by COVID-19 globally, in the United States, and in South Carolina;

**WHEREAS**, the CDC and South Carolina Department of Health and Environmental Controls (“SCDHEC”) advise the use of cloth face coverings to slow the spread of COVID-19;

**WHEREAS**, in Executive Order 2020-63 Governor Henry McMaster urged municipalities to enact measures requiring individuals to wear face coverings and the COVID-19 infection levels in South Carolina and Florence County now exceed the infection rates then existing;

**WHEREAS**, health authorities, including the CDC, the Surgeon General of the United States, and SCDHEC have recommended the use of face coverings as a means of preventing the spread of COVID-19;

**WHEREAS**, the Florence City Council has previously unanimously adopted Emergency Ordinances designed to properly react to the emergency presented by the pandemic including, but not limited to the most recent Emergency Ordinance No. 2021-30;

**WHEREAS**, it has been determined by the City Council that the emergency measures set forth in the prior Ordinances and Resolutions are necessary, including the reinstatement of a requirement that face coverings or masks be worn in public in the City of Florence as previously required in Ordinance No. 2021-08; and

**WHEREAS**, Section 5-7-250 of the South Carolina Code of Laws and Section 2-29(c) of the Florence Code of Ordinances empowers Council to enact emergency ordinances affecting life, health, or safety on one reading by affirmative two-thirds vote of members present provided that such emergency ordinance shall automatically expire on the 61<sup>st</sup> day following enactment unless extended by future action of Council;

**NOW, THEREFORE**, it is hereby ordained by the City Council of the City of Florence that a state of emergency continues to exist because of the COVID-19 situation, and the following emergency provisions shall apply within the City:

**Section 1. Remote Meetings During the COVID-19 Crisis.** The provisions of this Section shall apply to Council and to any and all boards, commissions, committees, or other subsidiary, related, or delegated bodies of the City (collectively, “Boards and Commissions”). Until the termination of this Ordinance pursuant to Section 10 below, the Council and all of its Boards and Commissions shall be entitled to conduct all regular and special meetings by telephone or other electronic means, provided that:

- a) Members attending by electronic means shall be able to hear any and all comments made by the public, staff, and other council members;
- b) All public participants and attendees, staff, and other members shall be able to hear the comments, motions, and votes of the members attending such meeting by electronic means;
- c) Other than establishing the electronic connections, there shall be no communications among the members attending electronically, unless such communication is part of the meeting and can be heard by all public participants or attendees; and
- d) The comments, motions, and votes of the members attending electronically shall be recorded in the minutes of the meeting.

Collectively, these conditions are referred to as the “Participation Requirements.”

**Section 2. Physical Presence Not Required to be Counted as Part of a Quorum.** The provisions of this section shall apply to Council and to all of its Boards and Commissions. During the Emergency Term, and notwithstanding any other provision of applicable State or local law, a member attending a meeting of Council or any of its Boards and Commissions by telephone or electronic means in compliance with the Participation Requirements, whether physically present or not, shall be counted as present in determining the quorum for such meeting.

**Section 3. Suspension of Deadlines.** The City Manager is authorized to suspend all deadlines imposed by City Ordinance, applicable to the municipality or applicant during the duration of the emergency conditions caused by COVID-19.

**Section 4. Plan for Continuity of Government Services.** The City Manager is authorized to develop and enact a plan to ensure continuity in the delivery of government services in light of the COVID-19 outbreak.

**Section 5. Special Events Permits.** The City Manager is authorized to cancel and revoke any special events permits issued prior to the date of this ordinance for events scheduled to take place during this state of emergency period.

**Section 6. Use of Face Coverings.** Effective immediately:



- a) All persons entering any Establishment Open to the Public or Foodservice Establishment as defined below in the City of Florence must wear a face covering while inside the establishment. For purposes of this Ordinance, the term “Establishment Open to the Public” shall mean any organization, establishment, facility, or retail business open to the public within the City of Florence. Since schools and daycares have limited public access, they are not included as an “Establishment Open to the Public” hereunder. “Foodservice Establishment” shall mean any establishment within the City of Florence that sells prepared food on a dine-in, delivery, carry-out, or drive-through basis. The business shall not have responsibility for enforcing this requirement, but it shall post conspicuous signage at all entrances informing its patrons of the requirements of this section.
- b) All Establishments Open to the Public and Foodservice Establishments in the City shall require their staff and employees to wear a face covering at all times while having face to face interaction with the public and while working in areas open to the general public and areas in which interactions with other staff are likely in which social distancing of at least six feet cannot be observed.
- c) “Face Covering” as used herein means a uniform piece of cloth, fabric, or other material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands. Face Coverings include, but are not limited to, bandanas, medical masks, cloth masks, scarves, and gaiters, provided they are worn such that they securely cover the person’s nose and mouth.

**Section 7. Exemptions.** Face Coverings shall not be required as follows:

- a) in outdoor or unenclosed areas appurtenant to Establishments Open to the Public or Foodservice Establishments in which social distancing of at least six feet is possible and observed;
- b) for people whose religious beliefs prevent them from wearing a Face Covering;
- c) for those who cannot wear a Face Covering due to a medical or behavioral condition;
- d) for children under six (6) years old, provided that adults accompanying children age two (2) through five (5) shall use reasonable efforts to cause those children to wear Face Coverings while inside the enclosed area of any Establishments Open to the Public or Foodservice Establishment;
- e) for patrons of Foodservice Establishments while they are dining;

- f) in private offices and workspaces in which social distancing of at least six feet is possible and observed;
- g) when complying with directions of law enforcement officers;
- h) in settings where it is not practical or feasible to wear a Face Covering, including when obtaining or rendering goods or services such as the receipt of dental services or while swimming; and/or
- i) while exclusively with members of a family or the same household, and no person other than such family or household is within the same enclosed area.

**Section 8. Civil Infraction.**

- a) Any person violating the provisions of Section 6(a) of this Ordinance by failing to wear a Face Covering when required shall be guilty of a civil infraction, punishable by a penalty of \$25.00. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.
- b) A person who fails to comply with Section 6(b) of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense. Repeated violations of this Ordinance are additionally hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation. For the purposes of Section 6(b) of this Ordinance, “person” shall be defined as any individual associated with the business who has the control or authority and ability to enforce the requirements of the Ordinance within the business, such as an owner, manager or supervisor. “Person” may also include an employee or other designee that is present at the business but does not have the title of manager, supervisor, etc. but has the authority and ability to ensure that the requirements of this Ordinance are met while the business is open to the public.

**Section 9. Suspension of Contrary Local Provisions.** During the term of this Ordinance, any ordinance, resolution, policy, or bylaw of the City of Florence that conflicts with the provisions hereof shall be and is hereby suspended and superseded.

**Section 10. Termination of Ordinance.** This Ordinance may be terminated or expire upon the first of the following events:

(a) Upon the issuance of a Resolution by the City Council of the City of Florence declaring that COVID-19 is no longer a serious threat to the public health, safety and welfare of the citizens of the City of Florence;

(b) Absent adoption of a Resolution or Ordinance extending the term of this Emergency Ordinance, upon the 61<sup>st</sup> day following its enactment.

**Section 11. Severability.** Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

**Effective Date and Time.** This Ordinance shall take immediately upon its adoption on second reading by City Council.

**ADOPTED** this \_\_\_\_\_ day of November, 2021.

Approved as to form:

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

\_\_\_\_\_  
Teresa Myers Ervin  
**Mayor**

**Attest:**

\_\_\_\_\_  
Casey C. Moore  
**Municipal Clerk**

FLORENCE CITY COUNCIL MEETING

**DATE:** November 8, 2021  
**AGENDA ITEM:** Resolution  
**DEPARTMENT/DIVISION:** Public Works

---

**I. ISSUE UNDER CONSIDERATION**

A Resolution to proclaim Friday, December 3, 2021 as Arbor Day in the City of Florence.

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

The City of Florence began its Tree City USA program in 1980 and the Growth Award program in 2005. City Council has previously designated the first Friday in the month of December each year as Arbor Day in the City of Florence.

**III. POINTS TO CONSIDER:**

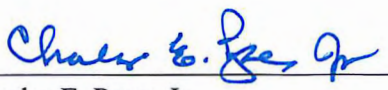
1. In order for the City to be eligible for the Tree City USA award, the National Arbor Day Foundation requires that the City sponsor an Arbor Day Celebration.
2. The Tree City USA program, sponsored by the Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters, provides direction, technical assistance, public attention, and national recognition for urban and community forestry programs in thousands of cities.
3. The City of Florence has been recognized by the National Arbor Day Foundation as a Tree City USA for 41 consecutive years.

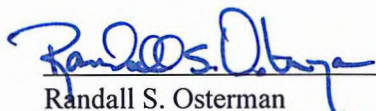
**IV. STAFF RECOMMENDATION:**

1. Staff recommends City Council approve the Resolution and proclaim Friday, December 3, 2021 as Arbor Day in the City of Florence.

**V. ATTACHMENTS**

1. Resolution

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

  
\_\_\_\_\_  
Randall S. Osterman  
City Manager



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

**RESOLUTION 2021-38**

**A Resolution to proclaim Friday, December 3, 2021 as Arbor Day in the City of Florence.**

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

**NOW, THEREFORE BE IT RESOLVED,** that the City Council of the City of Florence, South Carolina, hereby declares December 3, 2021 as

**ARBOR DAY**

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

**RESOLVED THIS 8<sup>th</sup> DAY OF NOVEMBER, 2021.**

Approved as to form:

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

\_\_\_\_\_  
Teresa Myers Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Casey C. Moore, Municipal Clerk

FLORENCE CITY COUNCIL MEETING

**DATE:** November 8, 2021  
**AGENDA ITEM:** Resolution  
**DEPARTMENT/DIVISION:** City Council  
Sponsored by Councilwoman Pat Gibson-Hye Moore

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**I. ISSUE UNDER CONSIDERATION:**

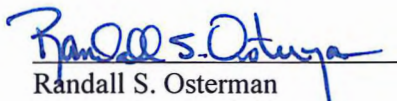
A Resolution by the City of Florence recognizing November as “Native American Heritage Month.”

**II. POINTS TO CONSIDER:**

1. Native American Heritage Month is a time to celebrate rich and diverse cultures, traditions, and histories and to acknowledge the important contributions of people who were the first inhabitants of the United States.
2. Heritage month is also an opportune time to educate the general public about tribes, to raise a general awareness about the unique challenges Native people have faced both historically and in the present, and the way in which tribal citizens have worked to conquer these challenges.

**III. ATTACHMENTS:**

1. Resolution

  
Randall S. Osterman  
City Manager

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

**RESOLUTION 2021-39**

**A Resolution by the City of Florence recognizing November as “Native American Heritage Month.”**

**WHEREAS,** when we reflect on the great heritage of the nation’s Native people, we must not lose sight of our shared history; and

**WHEREAS,** the Pee Dee region is the homeland to the Pee Dee Indian Tribe who have lived near the Pee Dee River for generations; the cultural and political significance of the Pee Dee people to the area is why Europeans named the Pee Dee River and the Pee Dee region of South Carolina after the tribe; and

**WHEREAS,** the City recognizes that Native American tribes have made and continue to make invaluable contributions to the diversity, arts, knowledge, labor, technology, science, philosophy, and economy of the state of South Carolina, and their historical and cultural contributions have shaped the character of the City; and

**WHEREAS,** President George H.W. Bush declared the first “National Native American Heritage Month” in 1990 at the request of Congress; and

**WHEREAS,** the month of November is a time to celebrate the rich and diverse cultures, to raise awareness about our shared history, and to acknowledge the important contributions of the Native American community today.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA,** the City of Florence recognizes November as:

**Native American Heritage Month**

**RESOLVED THIS 8<sup>th</sup> DAY OF NOVEMBER 2021.**

Approved as to form:

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

\_\_\_\_\_  
Teresa Myers Ervin, Mayor

ATTEST:

\_\_\_\_\_  
Casey C. Moore, Municipal Clerk

FLORENCE CITY COUNCIL MEETING

VII. c.  
Resolution No.  
2021-40

**DATE:** November 8, 2021  
**AGENDA ITEM:** Resolution  
**DEPARTMENT/DIVISION:** City Council  
Sponsored by the Marketing and Public Relations Committee,  
Chaired by Councilman Chaquez McCall

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**I. ISSUE UNDER CONSIDERATION**

A Resolution to strongly encourage residents to vaccinate against COVID-19 and to test for COVID-19 before they gather with friends and family for the holidays.

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

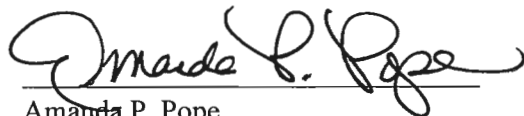
A. On October 20, 2021, the Marketing and Public Relations Committee of City Council voted to add this Resolution to the November 8, 2021 City Council meeting agenda for consideration.

**III. POINTS TO CONSIDER**

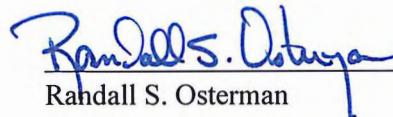
- A. This Resolution is a continuation of the vaccination campaign efforts of the Marketing and Public Relations Committee to reduce COVID-19 numbers in the community.
- B. While the CDC and DHEC strongly recommend vaccination as the first defense against the virus, "Test Before You Gather" is also being promoted to ensure you have the confidence of being virus free for gatherings with family and friends during the holiday season.

**IV. ATTACHMENTS**

- A. Proposed Resolution



Amanda P. Pope  
Director of Marketing/Communications  
& Municipal Services



Randall S. Osterman  
City Manager



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

**Resolution No. 2021-40**

**WHEREAS,** the City of Florence is greatly concerned about the health and public safety of its residents and is diligently working to continue reducing COVID numbers in the community; and

**WHEREAS,** the City of Florence in partnership with Florence County, MUSC Health, McLeod Health and HopeHealth has united in a vaccination campaign for the Florence community encouraging that all eligible residents get the COVID-19 vaccine; and

**WHEREAS,** the CDC and DHEC strongly recommend vaccination as the first defense against the deadly virus, but also are promoting to “Test Before You Gather” to ensure you have the confidence of being virus free prior to gathering with family and friends; and

**WHEREAS,** the CDC and DHEC have also provided a list of guidelines in anticipation of upcoming gatherings of family and friends to limit exposure during the holiday season that include the following:

- Vaccinate before the holiday season
- Celebrate outside or wear masks at crowded indoor events
- Consider virtual celebrations and gift exchanges
- Maintain social distancing of at least 6 feet
- Test before you gather at holiday parties with family and friends
- If you have symptoms or have tested positive in the last 10 days, or have been exposed to COVID-19 and told to quarantine in the last 14 days, do not attend holiday gatherings

**WHEREAS,** together we can ensure the health and safety of family and friends by following precautions set forth by the CDC and DHEC during the holiday season and continue to reduce COVID-19 numbers in the area; and

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA,** the City of Florence encourages residents to follow guidelines provided by the CDC and DHEC as we approach the holiday season. The City strongly recommends vaccination as a first defense and encourages everyone to “Test Before You Gather” to ensure the safety of family and friends during the holiday season.

RESOLVED THIS 8<sup>TH</sup> DAY OF NOVEMBER, 2021.

Approved as to form:

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

\_\_\_\_\_  
TERESA MYERS ERVIN  
MAYOR

ATTEST:

\_\_\_\_\_  
CASEY C. MOORE  
MUNICIPAL CLERK

**FLORENCE CITY COUNCIL MEETING**

**DATE:** November 08, 2021  
**AGENDA ITEM:** Resolution  
**DEPARTMENT/DIVISION:** City Manager's Office

**I. ISSUE UNDER CONSIDERATION**

A resolution to authorize staff to lease property located at 719 Walnut Street to the Pee Dee Community Action Agency to be used in their Transitional Shelter Program.

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

1. In 2009, the City of Florence allowed the Pee Dee Community Action Agency to use the house at 719 Walnut Street in their housing program for approximately three (3) years when they experienced a fire at their transitional housing shelter.
2. The City of Florence leased 719 Walnut Street to the Pee Dee Community Action Agency in January 2012 for five (5) years with an automatic renewed for one additional term of five (5) years.
3. The current lease expires in January 2022.
4. The Pee Dee Community Action Agency has requested to renew the lease on 719 Walnut Street.

**III. POINTS TO CONSIDER**

1. The Community Action Agency is a non-profit organization that has a Transitional Shelter Program that assists the homeless population.
2. Historically, the City of Florence has assisted the Pee Dee Community Action Agency and its Transitional Shelter.
3. As required by the City Code of Ordinances, City Council must approve of the City Manager to execute the necessary documentation to lease city-owned property.

4. The lease will be for five (5) years and shall be automatically renewed for one additional term of five (5) years under the same terms and conditions as the initial lease.
5. The lease will require the Pee Dee Community Action Agency to be solely responsible for the maintenance and upkeep of the property and maintain insurance on the property.

**IV. OPTIONS:**

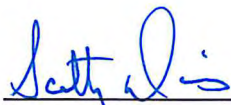
City Council may:

1. Approve and adopt the Resolution as presented.
2. Defer should additional information be needed.
3. Suggest an alternative Resolution.
4. Deny the Resolution.

**V. PERSONAL NOTES:**

**VI. ATTACHMENTS**

1. Proposed Resolution
2. Proposed Lease
3. Letter of request from the Community Action Agency



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Scotty Davis  
Deputy City Manager



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Randall Osterman  
City Manager

October 20, 2021

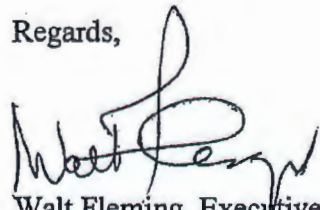
RE: 719 Walnut Street Residence

Dear Mr. Davis

Over the past several years, PDCAP has utilized the residence located at 719 Walnut Street to provide housing for homeless clients. During that time, the agency has been able to assist countless individuals and families that were not able to receive shelter due to capacity. Along with regular maintenance, there has been extensive repairs made for the upkeep of the home.

It is with hope that the agency can continue to utilize the home to provide a safe haven for homeless individuals and families. Please accept this letter as a formal request to extend the current agreement for an additional 10 years.

Regards,



Walt Fleming, Executive Director

**Serving: Florence / Marion / Dillon Counties**





**RESOLUTION NO. 2021-**

**WHEREAS**, that certain real property consisting of a house and lot in the City of Florence known as 719 Walnut Street and being designated as tax map parcel 90-118-13-020 in the records of the Florence County Tax Assessor; and

**WHEREAS**, said property is surplus property and not being used by the City of Florence; and

**WHEREAS**, the Pee Dee Community Action Agency has leased said property from the City of Florence and used it in their Transitional Shelter Program since 2012; and

**WHEREAS**, The Pee Dee Community Action Agency has proposed to continue to lease said property to use the home to house a family pursuant to its Transitional Shelter Program; and

**WHEREAS**, it is hereby determined that the leasing of said property for use in this program will accomplish the goal of the City to provide good and affordable housing to deserving but financially challenged families and is in the best interest of the City of Florence and to the benefit of the citizens of the City of Florence;

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

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary documentation to lease the property described above, including but not limited to the Lease attached hereto.
2. This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence, South Carolina.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

Approved as to form:

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

\_\_\_\_\_  
TERESA MYERS ERVIN  
Mayor

Attest:

\_\_\_\_\_  
CASEY MOORE  
Municipal Clerk



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

**LEASE**

This lease entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between City of Florence, hereinafter referred to as "Lessor", and Pee Dee Community Action Agency hereinafter referred to as "Lessee".

**ARTICLE I  
Premises**

The Lessor hereby leases unto the Lessee and the Lessee does hereby accept and rent from the Lessor that certain real property consisting of a house and lot in the City of Florence, State of South Carolina known as 719 Walnut Street. The premises are being leased in an "as is" condition and any structural changes, relocation of walls or other modifications shall be at the expense of the Lessee and upon the written consent of the Lessor, as set out hereinbelow.

**ARTICLE II  
Use of Premises**

The premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass. The Lessee shall use the premises for housing for a family in accordance with the Transitional Shelter Project.

**ARTICLE III  
Term and Renewal**

(a) The Lessee to have and to hold the said premises, together with all singular improvements, appurtenances, rights, privileges and easements thereunto belonging or in anyway appertaining for a term of five (5) years commencing November 08, 2021 and ending November 08, 2026.

(b) This Lease shall automatically renew for one additional term of five (5) years under the same terms and conditions set forth herein unless either Lessor or Lessee notifies the other in writing of their intent not to renew by no later than May 08, 2025.

**ARTICLE IV  
Rental**

Lessee shall pay to Lessor during the term of Lease the amount of One and no/100 (\$1.00) Dollar per year in rent, the receipt of said rent being hereby acknowledged by Lessor.

**ARTICLE V**  
**Place of Payment and Notices**

Unless notified in writing to the contrary by the Lessor, all payments and notices hereunder by Lessee shall be made to the Lessor at:

Office of the City Manager  
Florence City-Center  
324 West Evans Street  
Florence, South Carolina 29501.

The address and contact for Lessee, Unless notified in writing to the contrary by the Lessee, shall be: Pee Dee Community Action Agency.

**ARTICLE VI**  
**Quiet Possession**

Lessor covenants and warrants that if Lessee discharges the obligation herein set forth to be performed by the Lessee, the Lessee shall have and enjoy during the term of this lease the quiet and undisturbed possession of the leased premises together with all appurtenances thereto without hindrance from the Lessor.

**ARTICLE VII**  
**Subletting Pursuant to the Transitional Shelter Program**

The Lessee may sublet the leased premises to a family pursuant to the Pee Dee Community Action – Transitional Shelter

**ARTICLE**  
**Taxes**

It is understood and agreed by and between the parties hereto that in each year during the term of this lease the Lessee shall be responsible for payment of any city and county ad valorem taxes due on said premises.

**ARTICLE IX**  
**Insurance**

Lessor will during the term of this lease, keep the building on the leased premises insured by a responsible and reputable insurance company against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining proper and adequate insurance upon the contents of said building and upon all its property located within the said building. Lessee shall further maintain general liability coverage with limits of not less than One Million and no/100 (\$1,000,000.00) Dollars, protecting itself and the Lessor herein from liability for injuries to persons or property which may occur upon the leased premises.

**ARTICLE X**  
**Improvements and Repairs**



Lessee shall keep and maintain the interior and exterior of said building including, but not limited to, wiring, plumbing, heating and air conditioning, the interior and exterior walls, equipment, and roof at its own expense and shall keep the same in good order and repair. All glass, including windows and doors, of the building shall be the responsibility of the Lessee. At the end of the lease term shall surrender such premises and improvements in good condition to the Lessor with normal wear and tear excepted.

#### **ARTICLE XI Damage and Destruction**

Should the whole or any part of the building or other improvements on the leased premises be partially or totally destroyed by fire or other cause, if Lessor determines that repair or replacement of the building is financially unwise and not in the best interest of either or both parties to this lease, the Lessor shall have the option of notifying the Lessee that it will not repair or replace the building and in such event this lease shall terminate as of the date of such damage or destruction.

#### **ARTICLE XII Indemnity**

Lessor shall not be liable to Lessee or to any other person for any personal injury, loss or damage to any personal property in or upon the leased premises and Lessee assumes all liability for or on account of any such injury, loss or damage and shall save the Lessor harmless therefrom.

#### **ARTICLE XIII Title to Improvements**

In the event of default or termination of this lease for any reason, either at the end of said lease or during the term of said lease, all improvements constructed upon the leased premises shall become the property of the Lessor.

#### **ARTICLE XIV Default**

Every provision of this lease is a condition and covenant on the part of the Lessee and Lessor and failure to comply with any of said provisions shall constitute default and shall give the Lessor the right of cancellation of this lease in the following manner:

- (a) Upon notice of Lessee's default in any other condition of this lease, the Lessor shall give the Lessee written notice of such default and if such default continues for a period of thirty (30) days following the receipt of said notice by the Lessee, the Lessor shall have the full right at its election to enter the leased premises and building thereon and take immediate possession thereof.
- (b) In the event the Lessee shall have filed against it or for it a petition in bankruptcy alleging insolvency for reorganization or for appointment of a receiver or any proceeding of a similar type the Lessor shall have the right to cancel this lease in the manner described heretofore as though a provision of this lease had been violated by the Lessee and

default had occurred.

**ARTICLE XV  
Ordinances**

The Lessee shall at its own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the federal, state, and city government and any and all of their departments and bureaus including all environmental regulations, and will use no part of said premises in any manner so as to create a nuisance or for any unlawful purpose.

**ARTICLE  
Paragraph Headings**

The headings used herein for each paragraph are used only for convenience and are not intended to explain the nature or contents of each paragraph.

**ARTICLE XVII  
No Estate in Land**

This contract shall create the relationship of landlord and tenant between the Lessor and Lessee; no estate shall pass out of the Lessor; the Lessee has only a usufruct, not subject to levy and sale.

**ARTICLE XVIII  
Holding over**

If the Lessee remains in possession after expiration of the terms hereof, with the Lessor's acquiescence and without any distinct agreement of parties, the Lessee shall be a tenant at will, and there shall be no renewal of this lease by operation of law.

**ARTICLE XIX  
Save Harmless**

The Lessee shall be liable for and shall hold the Lessor harmless in respect of damage or injury to the leased premises, or the person or property of the Lessor, or anyone else, if due to act of neglect of the Lessee or anyone under its control or its employ.

**ARTICLE XX  
Amendment**

It is hereby agreed that none of the terms or conditions of this lease may be changed or amended except by written agreement signed by all parties hereto.

**ARTICLE XXI  
Binding Effect**

All parties hereto agree that this lease shall be binding upon each respective party and their heirs, successors and assigns.

**ARTICLE XXII  
Entire Agreement**

This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herewith shall be of any force or effect.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ day of November, 2021.

**IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_  
(As to Lessor)

**LESSOR:**

City of Florence

By: \_\_\_\_\_ (Seal)

**IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_  
(As to Lessee)

**LESSEE:**

Pee Dee Community Action Agency

By: \_\_\_\_\_ (Seal)



FLORENCE CITY COUNCIL MEETING

VII. e.  
Resolution No.  
2021-42

**DATE:** November 8, 2021

**AGENDA ITEM:** Resolution

**DEPARTMENT/DIVISION:** City Council

---

**I. ISSUE UNDER CONSIDERATION**

A Resolution pursuant to Section 10 of Emergency Ordinance No. 2021-30 to extend the emergency term and application of said Ordinance by an additional sixty (60) days.

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

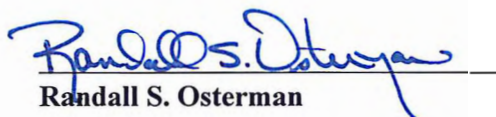
A. On September 9, 2021 City Council Adopted Emergency Ordinance No. 2021-30 to replace Ordinance 2021-08 and Resolution 2021-15 to extend emergency measures put in place previously by Emergency ordinance 2020-28, which consolidated Emergency Ordinances 2020-12, 2020-13, and 2020-20 in response to the COVID-19 emergency.

**III. POINTS TO CONSIDER**

A. The resolution will extend the term of Ordinance No. 2021-30 by an additional 60 days.

**IV. ATTACHMENTS**

A. Proposed Resolution

  
\_\_\_\_\_  
Randall S. Osterman  
City Manager



**RESOLUTION NO. 2021-42**

**A RESOLUTION PURSUANT TO SECTION 10 OF ORDINANCE NO. 2021-30 TO EXTEND THE EMERGENCY TERM AND APPLICATION OF SAID ORDINANCE BY AN ADDITIONAL SIXTY (60) DAYS.**

1. Incident to adoption of the Resolution, City Council (“Council”) reiterates and adopts the findings of fact set out in Ordinance No. 2021-30 and specifically finds that the emergency situation created by the 2019 Novel Coronavirus (COVID-9) pandemic situation continues to exist.

2. City Council adopts this Resolution authorizing the extension of the emergency term and the provisions established by Ordinance No. 2021-30.

**NOW, THEREFORE, BASED UPON THE FINDINGS OF FACT REFERENCED AND SET OUT ABOVE, IT IS HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA AS FOLLOWS:**

a. The City hereby declares that the emergency situation created by the 2019 Novel Coronavirus (COVID-19) pandemic continues to exist, and, therefore, hereby extends the Emergency Term established by Ordinance No. 2021-30 for an additional sixty (60) days.

**AND IT IS SO RESOLVED** this 8<sup>th</sup> day of November, 2021.

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**TERESA MYERS ERVIN**  
Mayor

**Attest:**

\_\_\_\_\_  
**CASEY C. MOORE**  
Municipal Clerk

VIII. b.  
Report to Council  
Appt. to Boards

FLORENCE CITY COUNCIL MEETING

**DATE:** November 8, 2021

**AGENDA ITEM:** Report to Council

**DEPARTMENT/DIVISION:** City Council

---

**I. ISSUE UNDER CONSIDERATION:**

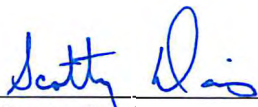
Council will consider nominations for City Boards and/or Commissions.

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

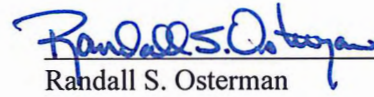
There are four (4) Boards or Commissions that have either vacancies and/or expired terms.

**III. ATTACHMENTS:**

- (1) Spreadsheet of Council Nominations to Boards and Commissions.
- (2) Nomination Packet.



Scotty Davis  
Deputy City Manager



Randall S. Osterman  
City Manager

**SCHEDULE OF COUNCIL NOMINATIONS TO BOARDS AND COMMISSIONS - NOVEMBER 2021**

|  | District 1 | District 2 | District 3 | At-Large 1 | At-Large 2 | At-Large-3 | Mayor          |
|--|------------|------------|------------|------------|------------|------------|----------------|
|  | Schofield  | Moore      | Braddock   | Jebaily    | Barnes     | McCall     | Ervin          |
| City of Florence Board of Zoning Appeals         |            |            |            |            |            | x          |                |
|  |            |            |            |            | x          |            |                |
| Construction & Maintenance Board                 |            |            |            |            |            |            | x <sup>2</sup> |
|  |            |            |            |            |            |            |                |
| Aesthetics Advisory Committee                    |            |            |            |            |            | x          | x              |
|  |            | x          |            |            |            |            |                |
| Resilience and Sustainability Advisory Committee |            |            |            |            | x          | x          | x              |
|  |            | x          | x          | x          |            |            |                |

## CITY OF FLORENCE BOARD OF ZONING APPEALS

### **I. NOMINATIONS:**

There is one (1) expired term and one (1) vacancy\* on the Board of Zoning Appeals.

\* Mr. Randolph Hunter has resigned his position on the Board. The unexpired term of Mr. Hunter will expire on 6/30/2023.

### **II. COUNCILMEMBER(S) TO MAKE NOMINATION:**

- Councilman McCall
- Councilwoman Barnes

### **III. SEEKING REAPPOINTMENT:**

- Nathaniel Poston

### **IV. NEW APPLICANT(S):**

- Nathaniel Mitchell
- Michael (Tommy) Phillips

### **V. ATTACHMENTS:**

- Letters of interest from current board members
- Letter of resignation
- Applications received



## Casey Moore

---

**From:** Alane Zlotnicki  
**Sent:** Wednesday, October 20, 2021 10:20 AM  
**To:** Jerry Dudley; Larry Chewning - HopeHealth (LRchewning@icloud.com); Casey Moore  
**Subject:** Randolph Hunter and BZA

Please see below; Randolph Hunter officially asked to be removed from the BZA.

Thank you,

**Alane Zlotnicki, AICP**  
**SENIOR PLANNER - PLANNING, RESEARCH & DEVELOPMENT**  
324 West Evans Street . Florence, SC 29501  
843.665.2047 Ext. 1101 [azlotnicki@cityofflorence.com](mailto:azlotnicki@cityofflorence.com)



**From:** randy hunter <rand\_hun@yahoo.com>  
**Sent:** Tuesday, October 19, 2021 10:24 PM  
**To:** postoncare@aol.com; Alane Zlotnicki <azlotnicki@cityofflorence.com>; Williams2470@bellsouth.net; jadama2013@gmail.com; LRchewning@icloud.com; rchico@aol.com; shelanda.deas@yahoo.com  
**Subject:** Re: BZA Packet

**CAUTION:** This email originated from outside the City of Florence. Maintain caution when opening external links/attachments

Please remove me from the Board. I've accepted a promotion with my Job and will be relocating to NC.

It's been a pleasure serving!

Thanks,  
Randolph



FULL LIFE. FULL FORWARD.  
**FLORENCE**  
SOUTH CAROLINA

OFFICE OF THE CITY MANAGER

TEL: (843) 665-3113

FAX: (843) 665-3110

April 27, 2021

Mr. Nathaniel Poston  
P.O. Box 3426  
Florence, SC 29502

Dear Mr. Poston,

Our records indicate that your term on the Board of Zoning Appeals will expire on June 30, 2021. City Council will begin reviewing vacancies and expired terms on City Boards and Commissions at their July meeting.

If you wish to be considered for reappointment to the Board of Zoning Appeals or if you would like to discontinue serving, please indicate your choice by marking the appropriate blank below. Please sign and return this letter to our office and keep the enclosed copy for your records.

The City of Florence appreciates your past service on this Board. If you have any questions regarding this appointment, please feel free to contact me.

Sincerely,

Randall S. Osterman  
City Manager



I would like to be considered for reappointment to the Board of Zoning Appeals.



I do not want to be considered for reappointment to the Board of Zoning Appeals.

Signature

5-1-2021  
Date

Entry #: 72

Date Submitted: 10/20/2021 1:24 PM

Board or Commission for which you are applying:  
City of Florence Board of Zoning Appeals

Your Name  
MITCHELL Nathaniel

County  
Florence

Council District  
District 2

Email Address  
nmitchell209@gmail.com

Residential Address  
909 E Pine St, Florence, South Carolina 29506

Mailing Address  
909 E Pine St, Florence, South Carolina 29506

Your Occupation - Title  
Retired

Business Phone

Residence Phone  
(843) 615-1364

Employer Name

Employer Address

City

State  
South Carolina

### General Qualifications

Are you a resident of the City?  
Yes

If so, how Long?  
40

Why would you like to serve?  
To better my commuinty

Do you presently serve on any Commissions/ Boards of the City/ County/ State?  
No

If so, please list:

Have you formerly served on any Commissions/ Boards of the City/ County/ State?  
Yes

If so, please list:  
Review

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? Yes/No  
No

If so, list the position and date:

Are you involved in any Community Activities?  
Yes

If so, please list:  
Martin Luther Day Parade

What are your goals and objectives if appointed to the Commission/Board?  
To help citizens obtain their goalsNM

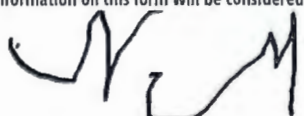
I certify that the information above is true and correct.

Today's Date  
10/20/2021



Information on this form will be considered public.

Today's Date  
10/20/2021



Entry #: 34

Date Submitted: 7/23/2021 5:40 PM

Board or Commission for which you are applying:  
City of Florence Board of Zoning Appeals

Your Name  
Phillips, Michael T. (Tommy)

County  
Florence

Council District  
District 3

Email Address  
mtommyp@att.net

Residential Address  
1703 Pineland Ave., Apt A, Florence, South Carolina 29501

Mailing Address  
Same as residence, Florence, South Carolina 29501

Your Occupation - Title  
Semi retired

Business Phone  
(843) 661-0995

Residence Phone  
(843) 669-4432

Employer Name  
A Bail Bonds, Notary Public, B and L Properties, LLC, Silver Haired Legislature.

Employer Address  
1703 Pineland Ave., Apt A

City  
Florence

State  
South Carolina

**General Qualifications**

Are you a resident of the City?  
Yes

If so, how Long?  
1958

Why would you like to serve?  
I believe that my knowledge and experience with the city of Florence, will help me be of service to the City.

Do you presently serve on any Commissions/ Boards of the City/ County/ State?  
Yes

If so, please list:  
Silver Haired Legislature

Have you formerly served on any Commissions/ Boards of the City/ County/ State?  
Yes

If so, please list:  
Florence City Planning Com.  
Florence Airport Com.

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? Yes/No  
No

If so, list the position and date:

Are you involved in any Community Activities?  
Yes

If so, please list:  
Past:  
Completed the Citizen's Police Academy  
Completed the "Leadership Florence" Program with the Chamber of Commerce

Chairman for the Florence County Republican (4 terms)

What are your goals and objectives if appointed to the Commission/Board?  
Use my experience and knowledge to help make Florence a better place to live.

I certify that the information above is true and correct.

Today's Date  
7/23/2021

Information on this form will be considered public.

Today's Date  
7/23/2021



## CONSTRUCTION AND MAINTENANCE BOARD OF ADJUSTMENTS AND APPEALS

### **I. NOMINATIONS:**

There are two (2) vacancies on the Construction and Maintenance Board of Adjustments and Appeals.

- William Wilcox has indicated that he would not like to be considered for reappointment. Mr. Wilcox served as an Engineer.
- Gary Bullard has resigned his position. Mr. Bullard served as a Mechanical Contractor. The unexpired term of Mr. Bullard will expire on 06/30/2023.

### **II. APPOINTMENT REQUIREMENTS:**

- (A) 1 – Engineer
- (B) 1 – Mechanical Contractor

### **III. COUNCILMEMBER(S) TO MAKE NOMINATION:**

- Mayor Ervin will make all nominations to this Board, per City Code.

### **IV. NEW APPLICANT(S):**

- There are currently no qualified applicants for this Board.

### **V. ATTACHMENTS**

## RESILIENCE & SUSTAINABILITY ADVISORY COMMITTEE

### **I. NOMINATIONS:**

There are six (6) seats to be filled on the Resilience and Sustainability Advisory Committee. Terms of the initial appointees shall be staggered, as follows:

- Seats designated as seats 1, 2 & 3 will serve initial terms of one (1) year.
- Seats designated as seats 4, 5 & 6 will serve initial terms of two (2) years.
- Seats designated as seats 7, 8 & 9 will serve initial terms of three (3) years.

After the completion of initial terms, all members appointed shall serve three (3) year terms.

### **II. APPOINTMENT REQUIREMENTS:**

Members must reside or be employed within the city limits.

Membership will consist of the following:

- (A) 1 – Representative from a local energy company
- (B) 1 – Representative from a local university or college
- (C) 2 – Representatives from conservation or environmental organizations
- (D) 1 – Representative from District 1
- (E) 1 – Representative from District 2
- (F) 1 – Representative from District 3
- (G) 1 – Layperson, resident of the city

### **III. COUNCILMEMBER(S) TO MAKE NOMINATION:**

- Councilwoman Barnes (Seat 3 – 1-year term)
- Councilman McCall (Seat 4 – 2-year term)
- Mayor Ervin (Seat 5 – 2-year term)
- Councilwoman Moore (Seat 7 -- 3-year term)
- Councilman Braddock (Seat 8 – 3-year term)
- Pro tem Jebaily (Seat 2 – 1-year term)

### **IV. NEW APPLICANT(S):**

### **V. ATTACHMENTS**

- Applications received

## AESTHETICS ADVISORY COMMITTEE

### **I. NOMINATIONS:**

There are three (3) seats to be filled on the Aesthetics Advisory Committee. Terms of the initial appointees shall be staggered, as follows:

- Seats designated as seats 1 & 2 will serve initial terms of one (1) year.
- Seats designated as seats 3 & 4 will serve initial terms of two (2) years.
- Seats designated as seats 5, 6 & 7 will serve initial terms of three (3) years.

After the completion of initial terms, all members appointed shall serve three (3) year terms.

### **II. APPOINTMENT REQUIREMENTS:**

Members must reside or be employed within the city limits.

### **III. COUNCILMEMBER(S) TO MAKE NOMINATION:**

- Councilman McCall (Seat 4 – 2-year term)
- Mayor Ervin (Seat 5 – 3-year term)
- Councilwoman Moore (Seat 7 – 3-year term)

### **IV. NEW APPLICANT(S):**

### **V. ATTACHMENTS**

- Applications received