

**REGULAR MEETING OF FLORENCE CITY COUNCIL**

**MONDAY, DECEMBER 13, 2010 - 6:00 P.M.**

**CITY-COUNTY COMPLEX, CITY COUNCIL CHAMBERS**

**FLORENCE, SOUTH CAROLINA**

**AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION**

*Pledge of Allegiance*

**III. APPROVAL OF MINUTES**

*Regular Meeting – November 8, 2010*

*Special Meeting – November 17, 2010*

*Special Meeting – November 30, 2010*

**IV. SPECIAL HONORS AND RECOGNITIONS**

*Citizen of the Month* – *Ms. Betty Faye Gregg*

**V. APPEARANCES BEFORE COUNCIL**

a. *Ms. Liz Andrews, Historic Florence Foundation – to make a report on their concerns of the implementation of the Downtown Master Plan and once vibrant, beautiful old buildings.*

b. *Ms. Pat Gibson-Hye – to discuss “Unity of Voices”.*

c. *Recognition of 2010 State and National Champion Gymnastics participants Mr. Chuck Pope and Ms. Pam Mobley.*

d. *Mr. Andrew Kampiziones – to make a presentation to City Council*

**VI. ELECTION OF MAYOR PRO TEM**

## **VII. ORDINANCE IN POSITION**

### **a. Bill No. 2010-29 – Second Reading**

*An Ordinance authorizing the acceptance of the gift of a Deed from Asset Holdings Trust, LLC for Parcel A, a lot as shown on a plat for Ernest L. Pennell made by Ervin Engineering Co., Inc. dated June 14, 1989 and recorded in the Office of the Clerk of Court for Florence County in Plat Book 34 at Page 414, said lot being designated as Tax Parcel 90086-02-003 in the records of the Florence County Tax Assessor, and Parcel B, a lot designated as lots 120, 121, 103, 104, and the westernmost portion of Lot 105 as shown on a Plat for Ernest L. Pennell and Cromwell C. Rawls, III made by Lind, Hicks and Associates, Surveyors, Inc. dated March 20, 2001 and recorded in the Office of the Clerk of Court for Florence County in Plat Book 76 at Page 228, said lot being designated as Tax Parcel 90086-02-004 and 005 in the records of the Florence County Tax Assessor, said conveyance to be accepted subject to a lease to Palmetto Petro, LLC.*

## **VIII. INTRODUCTION OF ORDINANCES**

### **a. Bill No. 2011-01 – First Reading**

*An Ordinance to amend the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2010, and ending June 30, 2011.*

### **b. Bill No. 2011-02 – First Reading**

*An Ordinance to amend PDD 08-01, changes in townhouse design for Lots 6-12.*

### **c. Bill No. 2011-03 – First Reading**

*An Ordinance to rezone 410 Jarrott St. owned by Pee Dee Community Action from R-4 to Plan Development District.*

### **d. Bill No. 2011-04 – First Reading**

*An Ordinance for proposed text amendment to Article 7, General and Ancillary Regulations, of the Zoning Ordinance to adopt the model Historic Preservation Ordinance recommended by the State Historic Preservation Office, one of the steps necessary for the City to obtain certified local government status.*

## **IX. INTRODUCTION OF RESOLUTION**

### **a. Resolution No. 2010-13**

*A Resolution to designate the first Saturday in November each year as South Carolina Pecan Festival Day in recognition of the annual success of the South Carolina Pecan Festival.*

### **b. Resolution No. 2010-14**

*A Resolution to proclaim December 3, 2010 as Arbor Day in the City of Florence.*

**X. REPORTS TO COUNCIL**

- a.** *Presentation of the City of Florence, SC Comprehensive Annual Financial Report and audited financial statements by the independent certified public accounting firm of Webster Rogers LLP.*
- b.** *Annual Progress Report on Floodplain Management and Community Rating System*
- c.** *Appointments to Boards and Commissions*

**XI. EXECUTIVE SESSION**

**XII. ADJOURN**

**REGULAR MEETING OF FLORENCE CITY COUNCIL**  
**MONDAY, NOVEMBER 8, 2010 – 1:00 P.M.**  
**CITY-COUNTY COMPLEX, CITY COUNCIL CHAMBERS, ROOM 604**  
**FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT:** Mayor Wukela called the regular meeting to order at 1:00 p.m. with the following members present: Councilman Billy D. Williams, Councilman Edward Robinson, Councilman Frank J. Brand, II; Councilman Stephen C. Powers, Councilwoman Octavia Williams-Blake, and Councilman William C. Bradham, Jr.

**ALSO PRESENT:** Mr. David N. Williams, City Manager; Dianne M. Rowan, Municipal Clerk; James W. Peterson, Jr., City Attorney; Phillip Lookadoo, Director of Urban Planning and Development; Drew Griffin, Director of Public Works and Utilities; Thomas Chandler, Director of Finance; Scotty Davis, Director of Community Services; Darene Stankus, Director of Human Resources; Chief Randy Osterman, Florence Fire Department; Chief Anson Shells, Florence Police Department; and Tom Shearin, Special Services Administrator.

Notices of this regular meeting were sent to the media with the date, time and location of the meeting. Mr. Dwight Dana of the Morning News was present for the meeting.

**INVOCATION**

Mayor Pro tem Billy D. Williams introduced his son, Anthony D. Williams, who gave the invocation for the meeting. The invocation was followed by the Pledge of Allegiance to the American Flag.

**SPECIAL HONORS AND RECOGNITIONS**

Mr. Carlton L. Pridgen was recognized as the City of Florence Citizen of the Month for November, 2010.

Junior Turner was recognized by Mayor Wukela for completing 40 years of service to the City of Florence.

Gerald Cameron received a certificate from Mayor Wukela for completing 25 years of service with the City of Florence.

Mayor Wukela presented Dianne Rowan with a certificate in recognition of completing 15 years of service with the City of Florence.

Robbie Holland received a certificate in recognition of completing 15 years of service with the City.

Austin Larrimore was presented a certificate by Mayor Wukela in recognition of completing 10 years of service with the City of Florence.

Mayor Wukela presented Jennifer Lee with a certificate in recognition of completing 10 years of service with the City of Florence.

Chief Anson Shells accepted a certificate from Mayor Wukela on behalf of John Graham, who is on active duty serving in Afghanistan, in recognition of completing 10 years of service with the City of Florence.

Brian Matthews received an educational recognition for receiving his "A" Water Treatment Operator Certification.

**ORDINANCES IN POSITION**

**BILL NO. 2010-28 – SECOND READING**

**AN ORDINANCE TO AMEND SECTION 2-40 OF THE CITY CODE IN ORDER TO PUT INTO PLACE A CLEAR AND CONCISE STATEMENT REGARDING THE QUALIFICATIONS AND STANDARDS OF CONDUCT FOR INDIVIDUALS APPOINTED TO BOARDS AND COMMISSIONS OF THE CITY AND TO CHANGE AND FORMALIZE THE SELECTION PROCESS FOR SUCH BOARDS AND COMMISSIONS.**

An Ordinance to amend Section 2-40 of the City Code in order to put into place a clear and concise statement regarding the qualifications and standards of conduct for individuals appointed to boards and commissions of the City and to change and formalize the selection process for such boards and commissions was adopted on second reading.

Councilman Brand made a motion to adopt Bill No. 2010-28 on second reading. Councilwoman Octavia Williams-Blake seconded the motion, which carried unanimously.

**RECOGNITION OF RETIRING CITY COUNCIL MEMBERS**

Mr. Frank Adams, Chief of Staff for Lt. Governor Andre Bauer, presented the Palmetto Patriot Award to Councilman Billy D. Williams and Councilman William C. Bradham, Jr.

Councilman Williams and Councilman Bradham reflected on their years of service with the City, the accomplishments achieved and thanked staff for their help over the years.

Councilman Williams retired with 22 years of service and Councilman Bradham retired with 13 years of service.

**APPROVAL OF MINUTES**

Councilman Powers made a motion to adopt the minutes of the Special Meeting on September 30, 2010 and the Regular Meeting of October 18, 2010. Councilman Brand seconded the motion, which carried unanimously.

**EXECUTIVE SESSION**

Mayor Wukela stated that an Executive Session is needed for the purpose of discussing the compensation of a City employee.

Councilman Brand made a motion to enter into Executive Session. Councilman Powers seconded the motion, which carried unanimously.

Council entered into Executive Session at 1:57 p.m.

Mayor Wukela reconvened the regular meeting at 2:12 p.m.

Mayor Wukela stated that a brief Executive Session was held to discuss a personnel matter regarding compensation.

Councilman Powers made a motion to grant a 2½% increase to the City Manager by way of a bonus. Councilman Brand seconded the motion, which carried unanimously.

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**ADJOURN**

Councilman Williams made a motion to adjourn the meeting. Councilman Robinson seconded the motion, which carried unanimously.

Dated this 13<sup>th</sup> day of December, 2010.

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

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

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
WEDNESDAY, NOVEMBER 17, 2010 – 4:00 P.M.  
CITY-COUNTY COMPLEX, CITY MANAGER’S CONFERENCE ROOM #605  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT:** Mayor Stephen Wukela called the special meeting to order at 4:03 p.m. with the following members present: Councilman Buddy Brand; Councilman Glynn F. Willis; Councilman Steve Powers; Councilwoman Octavia Williams-Blake; and Councilwoman Teresa Myers Ervin.

**MEMBERS ABSENT:** Councilman Ed Robinson was absent from the meeting.

**ALSO PRESENT:** Mr. David N. Williams, City Manager; Dianne M. Rowan, Municipal Clerk; Mr. Jim Peterson, City Attorney; Mr. Drew Griffin, Director of Public Works and Utilities; and Mr. Thomas Chandler, Director of Finance.

Notices of this special meeting were sent to the media informing them of the date, place and time of the meeting. Mr. Dwight Dana of the Morning News was present.

**INVOCATION**

Councilwoman Teresa Myers Ervin gave the invocation, followed by the Pledge of Allegiance to the American Flag.

**REPORT TO COUNCIL**

**A REPORT ON THE CITY OF FLORENCE WATER & WASTEWATER CAPACITY FEE STUDY BY MR. DARYLL PARKER, UTILITY ADVISORS’ NETWORK, INC.**

Mr. Parker reported this is the second part of a project that started two years ago. The first part was a comprehensive water and sewer rate study where a rate analysis was developed for a ten year projection period. It also included capital funding associated with future projects, showing where the money was going to come from, and what the impact might be on the rates in the future. This analysis is not directly related but depending on actions taken it could have an effect on what happens to monthly user rates in the future.

Mr. Parker stated that he would be talking about fees for new customers connecting to the system. From 1972 to 2008 there were no fee changes made. As a result, capital projects such as the sewer treatment plant, water treatment facilities, and lines in the ground, were funded through user rates. This has led to upward pressure on monthly user rate (compared to other utility systems) and concerns, although not valid, that increased capacity/tap fees would inhibit growth.

The monthly user rates typically recover the City’s day-to-day operating and maintenance cost; they cover the debt service payments; the departmental capital outlay; and the interfund and reserve transfers.

Capacity fees recover the major capital investments; capital costs associated with making system capacity available for future customers; and system upgrades for regulatory requirements.

Capacity fees are a one-time fee applied only to new/future system customers (separate for water and wastewater); recovers capital costs incurred to provide system capacity of new/future users; helps growth pay for itself; and protects existing customers (mitigates existing customers paying for expansions needed to support system growth).

In general, the capacity fee (sometimes called an impact fee) is a one-time fee applied only to

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new/future system customers; recovers capital costs incurred to provide system capacity to new/future users; helps growth pay for itself; and protects existing customers.

On the water side, facilities for cost recovery are the supply and treatment facilities. These facilities include the Pee Dee River Surface WTP (10 mgd); 29 wells that pull from the Middendorf and Black Creek aquifers; and 13 groundwater treatment facilities. (Combined water treatment capacity of 31 mgd). Storage and transmission facilities are the 14 water storage tanks (7.6 mg of storage) and 800 plus miles of transmission/distribution lines.

For wastewater the facilities for cost recovery are the collection/transmission facilities. This includes 390 plus miles of sewer lines; line sizes of 8 inches to 27 inches; and 98 lift stations. The treatment facilities include Wastewater Treatment Plant (15 mgd) and effluent disposal per DHEC requirements.

In addition to looking at existing facilities there are future facilities that will have to be built to make capacity available to future customers. The recent bond issue will fund a new project for the Florence Regional Wastewater Management Facility that will expand the treatment capacity from 15 to 18 mgd and ultimately this treatment facility is expandable to 22 mgd. Other future projects include major system updates to meet regulatory requirements but no additional capacity and system wide benefits to improve operating efficiencies.

Ultimately the goal is to identify how much it costs the City to make a gallon of capacity available to a future customer.

**Unit Cost and Fees per ERU:** Adjusted fee per ERU for water is \$1,020; adjusted fee for wastewater per ERU is \$2,190 for a combined total of \$3,210 per ERU.

**Existing Fee and Cost Comparison – Capacity Fee Per ERU**

<b><u>Existing Fee: Water:</u></b>	\$ 180/inside city	\$ 900/outside city
<b><u>Calculated Cost</u></b>	\$1,020	\$1,020
<b><u>Difference</u></b>	\$ 840	\$ 120

<b><u>Existing Fee: Wastewater:</u></b>	\$ 180/inside city	\$ 900/outside city
<b><u>Calculated Cost</u></b>	\$2,190	\$2,190
<b><u>Difference</u></b>	\$2,010	\$1,290

**Capacity Fees vs. Tap Fees**

**Capacity Fees:** Recovers major capital expenditures; related to system-wide capacity costs; and specific to treatment and transmission facilities.

**Tap Fees:** Related to costs associated with making the physical connection; recovers O&M cost of labor, materials, supplies and equipment; and no direct relation to system capacity.

**Tap Fee & Cost Comparison:**

<b><u>Existing Tap Fees:</u></b>	Inside City	Water-\$700	Wastewater-\$550	Total-\$1,250
	Outside City	Water-\$1,650	Wastewater-\$825	Total-\$2,475

**Average Cost of making a Tap:** Water-\$1,190 Wastewater-\$1,105 Total-\$2,295

**Cost of new connection – Inside City:**

<b><u>Existing Fees:</u></b>	Water-\$ 880	Wastewater-\$ 730	Total-\$1,610
<b><u>Calculated Cost:</u></b>	Water-\$2,210	Wastewater-\$3,496	Total-\$5,706
<b><u>Difference:</u></b>	Water-\$1,330	Wastewater-\$2,766	Total-\$4,096



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**Cost of new Connection – Outside City:**

<b><u>Existing Fees:</u></b>	Water-\$2,550	Wastewater-\$1,725	Total-\$4,275
<b><u>Calculated Costs:</u></b>	Water-\$2,210	Wastewater-\$3,496	Total-\$5,706
<b><u>Difference:</u></b>	Water-\$ (340)	Wastewater-\$1,771	Total-\$1,431

**Cost of New Connection – Summary**

<b><u>Existing Fees:</u></b>	Inside-\$1,610	Outside-\$4,275	Difference-\$2,665
<b><u>Calculated Costs</u></b>	Inside-\$5,706	Outside-\$5,706	Difference-\$0
<b><u>\$ Difference</u></b>	Inside-\$4,096	Outside-\$1,431	

Mr. Parker presented this report as information for Council. No action was required by Council. (Councilwoman Octavia Williams-Blake left the meeting at 5:07 p.m.).

Mr. Drew Griffin, Director of Public Works and Utilities, talked about the significant change in DOT policy in regards to their encroachment permits. In particular, when the City has to bore or dig in order to extend services underneath DOT roads. The new DOT policy is requiring those bores or trenches, and the pipe that goes in them, to be in steel encasements. When the City has to lay a 4" sewer service under a road that cannot be cut, the cost is \$7,200 to the City. If the City is allowed to cut and trench the line and then put in the steel encasement, that cost is \$5,000. 70% of the roads in the City are DOT roads.

**ADJOURN**

Councilman Willis made a motion to adjourn the meeting. There were no objections. The meeting was adjourned at 5:27 p.m.

Dated this 13<sup>th</sup> day of December, 2010.

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Dianne M. Rowan, Municipal Clerk

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

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
TUESDAY, NOVEMBER 30, 2010 – 4:30 P.M.  
CITY-COUNTY COMPLEX, CITY MANAGER’S CONFERENCE ROOM #605  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT:** Mayor Stephen J. Wukela called the special meeting to order at 4:34 p.m. with the following members present: Councilman Buddy Brand; Councilman Glynn F. Willis; Councilman Steve Powers; and Councilwoman Teresa Myers Ervin.

**MEMBERS ABSENT:** Councilman Ed Robinson and Councilwoman Octavia Williams-Blake were absent from the meeting.

**ALSO PRESENT:** Mr. David N. Williams, City Manager; Mr. Jim Peterson, City Attorney; and Mr. Tom Shearin, Special Services Administrator.

Notices of this special meeting were sent to the media informing them of the date, place and time of the meeting. Mr. Dwight Dana of the Morning News was present.

**INVOCATION**

Councilwoman Teresa Myers Ervin gave the invocation, followed by the Pledge of Allegiance to the American Flag.

**INTRODUCTION OF ORDINANCES**

**Bill No. 2010-29 – First Reading**

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE GIFT OF A DEED FROM ASSET HOLDINGS TRUST, LLC FOR PARCEL A, A LOT AS SHOWN ON A PLAT FOR ERNEST L. PENNELL MADE BY ERVIN ENGINEERING CO., INC. DATED JUNE 14, 1989 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR FLORENCE COUNTY IN PLAT BOOK 34 AT PAGE 414, SAID LOT BEING DESIGNATED AS TAX PARCEL 90086-02-003 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR, AND PARCEL B, A LOT DESIGNATED AS LOTS 120, 121, 103, 104, AND THE WESTERNMOST PORTION OF LOT 105 AS SHOWN ON A PLAT FOR ERNEST L. PENNELL AND CROMWELL C. RAWLS, III MADE BY LIND, HICKS AND ASSOCIATES, SURVEYORS, INC. DATED MARCH 20, 2001 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR FLORENCE COUNTY IN PLAT BOOK 76 AT PAGE 228, SAID LOT BEING DESIGNATED AS TAX PARCEL 90086-02-004 AND 005 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR, SAID CONVEYANCE TO BE ACCEPTED SUBJECT TO A LEASE TO PALMETTO PETRO, LLC.**

An Ordinance authorizing the acceptance of the gift of a deed from Asset Holdings Trust, LLC for parcel A, a lot as shown on a plat for Ernest L. Pennell made by Ervin Engineering Co., Inc. dated June 14, 1989 and recorded in the Office of the Clerk of Court for Florence County in Plat Book 34 at Page 414, said lot being designated as Tax Parcel 90086-02-003 in the records of the Florence County Tax Assessor, and Parcel B, a lot designated as Lots 120, 121, 103, 104, and the westernmost portion of Lot 105 as shown on a plat for Ernest L. Pennell and Cromwell C. Rawls, III made by Lind, Hicks and Associates, Surveyors, Inc. dated March 20, 2001 and recorded in the Office of the Clerk of Court for Florence County in Plat Book 76 at Page 228, said lot being designated as Tax parcel 90086-02-004 and 005 in the records of the Florence County Tax Assessor, said conveyance to be accepted subject to a lease to Palmetto Petro, LLC was passed on first reading.

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Mayor Wukela stated this ordinance involves property owned by the Bruce Lee Foundation, located at the southwest corner of the intersection of Irby and Darlington Streets. A gas station is currently operating under a lease hold arrangement at the location with the Bruce Lee Foundation. The gas station generates approximately \$5,000 a month in revenue. There are two five year renewal options in the lease. The Foundation has offered to deed this property to the City along with the lease hold interest and the revenue thereof. The property was appraised in early 2009 for \$1.8 million and does not include the revenue from the lease. Mayor Wukela stated he initially had three concerns regarding this issue. The first was the constitutional prohibition regarding joint ventures between public and private entities. However, following research by the City Attorney, Mayor Wukela state this is no longer a concern. The second issue was whether the City would be dealing with any superfund issues where there might be any environmental concerns given there is a gas station on the property with underground tanks. This was evaluated by the Bruce Lee Foundation before they obtained the property with an environmental study. This has been reviewed by City staff and it was concluded that this also is not a concern. In addition to on-site inspections, the Public Works Department contacted DHEC representatives and obtained the latest information on the ongoing process with underground tanks. Everything is up to date and current. The third concern was the fact that the property is bound by a lease and what, if any obstacles that would present to the City. The only obstacle is, by statute, for the City to accept this property it must be done by Ordinance.

Councilman Brand had a concern of who would maintain the property and who would negotiate a new lease if the present tenant defaults. Mayor Wukela responded that as a part of the lease, the tenant is required to maintain the property.

Mr. Peterson clarified that if the City accepts this gift, the city will become the owner subject to the lease. The City Manager will assign a department, usually the Finance Department, to monitor that the lease payments are up to date and to make sure that everything is done correctly and will deal with the tenant just as the Bruce Lee Foundation did. The tenant will also be responsible for any property taxes.

Councilman Powers expressed concerns regarding notifying the tenant of the change in ownership, future improvements made to the property and changing the name of the insured on their insurance policy.

Mr. David Williams responded that once closing on the property is complete, the City will notify the tenant of the changes.

Mr. Peterson added that as part of the closing the City will be added as an additional insured on their policy. The property will also be picked up under the City's insurance program.

Councilman Brand made a motion to pass Bill No. 2010-29 on first reading. Councilman Willis seconded the motion, which passed with unanimous consent.

**ADJOURN**

There was unanimous consent to adjourn. The meeting was adjourned at 4:43 p.m.

Dated this 13<sup>th</sup> day of December, 2010.

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

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

**FLORENCE CITY COUNCIL MEETING**

**DATE:** November 23, 2010  
**AGENDA ITEM:** Ordinance No. 2010-29  
**DEPARTMENT/DIVISION:** City Manager / City Attorney

**I. ISSUE UNDER CONSIDERATION**

The City has been approached by the Bruce and Lee Foundation and Asset Holdings Trust, LLC, an LLC established by and working with the Bruce and Lee Foundation, with an offer of a gift of real estate located at the corner of Darlington Street and Irby Street, said property being more fully described on Exhibit "A" to the proposed ordinance. Since the property is subject to a leasehold interest as shown on the documents attached to the proposed ordinance as Exhibit "B", the acceptance of the property requires the passage of an ordinance. The proposed ordinance is attached and the issue presented is whether the City should accept the offered gift of property.

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

This ordinance comes before Council for first reading on November 30, 2010. If passed on first reading, it will be back on the agenda for the next Council Meeting.

**III. POINTS TO CONSIDER**

(a) Section 5-7-260(6) of the South Carolina Code of Laws and Section 2-26(8) of the Code of Ordinances for the City of Florence provides, in pertinent part, that property owned by the City can be leased only after approval by ordinance. Since this property is subject to a leasehold interest, acceptance of the property requires the passage of an ordinance.

(b) The property in question is the site for an active gasoline station, convenience store, and carwash. From an environmental standpoint, the City has reviewed of a Phase 1 Environmental Site Assessment dated December 11, 2008, physically inspected the site, and checked with SCDHEC regarding the current status of the four underground storage tanks on the property. The site and the tanks are currently registered and in compliance with the applicable regulations.

(c) The property is being leased to Palmetto Petro, LLC under the terms and conditions of the documents attached as Exhibit "B" to the ordinance. The Lessee (tenant) is currently in compliance with the terms of the Lease as amended.

(d) If Council decides it is in the City's best interest to accept the subject property, the proposed ordinance should be considered on first reading.

#### **IV. STAFF RECOMMENDATION**

Staff recommends acceptance of the property as a gift and stands ready to proceed in accordance with council's wishes.

#### **V. ATTACHMENTS**

Copy of the proposed ordinance with attached exhibits.

## ORDINANCE NO. 2010-29

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE GIFT OF A DEED FROM ASSET HOLDINGS TRUST, LLC FOR PARCEL A, A LOT AS SHOWN ON A PLAT FOR ERNEST L. PENNELL MADE BY ERVIN ENGINEERING CO., INC. DATED JUNE 14, 1989 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR FLORENCE COUNTY IN PLAT BOOK 34 AT PAGE 414, SAID LOT BEING DESIGNATED AS TAX PARCEL 90086-02-003 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR, AND PARCEL B, A LOT DESIGNATED AS LOTS 120, 121, 103, 104, AND THE WESTERNMOST PORTION OF LOT 105 AS SHOWN ON A PLAT FOR ERNEST L. PENNELL AND CROMWELL C. RAWLS, III MADE BY LIND, HICKS AND ASSOCIATES, SURVEYORS, INC. DATED MARCH 20, 2001 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR FLORENCE COUNTY IN PLAT BOOK 76 AT PAGE 228, SAID LOT BEING DESIGNATED AS TAX PARCEL 90086-02-004 AND 005 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR, SAID CONVEYANCE TO BE ACCEPTED SUBJECT TO A LEASE TO PALMETTO PETRO, LLC.

WHEREAS, the above referenced parcels of land, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, was acquired through the Bruce and Lee Foundation and is presently held by Asset Holdings Trust, LLC subject to a leasehold interest as established by that certain Lease, Addendum to Lease, and Amendment to Lease attached hereto as Exhibit "B" ; and

WHEREAS, Asset Holdings Trust, LLC has offered to give said property, which has an appraised value of \$1,800,000.00, to the City; and

WHEREAS, it is hereby determined that the acceptance of said property subject to the leasehold interest 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 accept and record an appropriate deed in order to accept a marketable title to the property described on Exhibit "A" attached hereto and that the acceptance of said property shall be subject to the leasehold interest as set out in the documents attached as Exhibit "B".

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 \_\_\_\_\_, 2010.

Approved as to form:

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

\_\_\_\_\_  
STEPHEN J. WUKELA  
Mayor

Attest:

\_\_\_\_\_  
DIANNE M. ROWAN  
Municipal Clerk

**Exhibit A**  
**To Ordinance No. 2010-29**

**PARCEL A:** All that certain piece, parcel or lot of land lying, being and situate in the City and County of Florence, State of South Carolina, shown and designated as 0.8865 acres, on a plat for Ernest L. Pennell by Ervin Engineering Co., dated June 14, 1989 and recorded in Plat Book 34 at Page 414 in the Office of the Clerk of Court for Florence County whereon said parcel is shown as bounded on the North by West Darlington Street whereon it fronts and measures 149.84 feet; on the East by North Irby Street whereon it measures 257.34 feet; on the South by lands designated Zion Tabernacle Holiness Church and Hams Feed & Seed whereon it measures 149.88 feet; and on the West by land designated Zion Tabernacle Holiness Church whereon it measures the aggregate distance of 258.06 feet. Reference being made to the above mentioned plat for a more thorough and complete description.

**PARCEL B:** That certain piece, parcel or lot of land situate, lying and being in the City of Florence, County of Florence, State of South Carolina, on the South side of West Darlington Street, and designated as Lots 120, 121, 103, 104 and the westernmost portion of Lot 105, as shown on a plat of Lind, Hicks & Associates, Surveyors, Inc., dated March 20, 2001 made for Ernest L. Pennell and Cromwell C. Rawls, III, and being recorded in the Office of the Clerk of Court for Florence County in Plat Book 76 at Page 228; said parcel being more particularly described as follows: Commencing at an iron pin at a point which marks the boundary separating the subject parcel and Lot 119 on the south side of Darlington Street and running along the south side of Darlington Street east for a distance of 74.96 feet to an iron pin; continuing east for a distance of 74.35 feet to an iron pin; thence south for a distance of 198.23 feet to an iron pin; continuing south for a distance of 59.90 feet to an iron pin; thence east for a distance of 25 feet to an iron pin; thence south for a distance of 139.96 feet to an iron pin; thence west for a distance of 175.49 feet to an iron pin; thence north for a distance of 200.01 feet to an iron pin; and continuing north for a distance of 198.86 feet to the starting position. Said parcel being bounded as follows: on the North by Darlington Street; on the East by Lot No. 122, being other property now or formerly of Ernest Pennell and Cromwell C. Rawls, III; and by the remaining portion of Lot No. 105, being the property of Michael Ballenger, et al; on the South by the right-of-way of C.S.X. Railroad Company; and on the West by Lots Nos. 102 and 119, being property of Hugh L. Willcox, Jr., as shown on the above referenced plat. Reference being made thereto for a more complete description.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil gas rights, crops, timber, all diversion payments or third party payments made to crop producers and



existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described.

**PARCELS A and B** were conveyed to the Grantor herein by Drs. Bruce and Lee Foundation by deed dated December 23, 2009 and recorded December 30, 2009, in Deed Book B-282, Page 1689, Office of the Clerk of Court, Florence County, S.C.

Tax Map No. 90086-02-003 (Parcel A)  
90086-02-004 and 005 (Parcel B)

Property Address: 247 N. Irby Street, Florence, South Carolina

Exhibit B  
To Ordinance No. 2010-29

Attached are the following documents:

- (a) Copy of Lease from Asset Holdings Trust, LLC to Palmetto Petro, LLC dated January 25, 2010.
- (b) Copy of Addendum to Lease dated May 6, 2010.
- (c) Copy of Amendment to Lease dated November 1, 2010.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

LEASE

**NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION  
UNDER RULES OF THE CENTER FOR PUBLIC RESOURCES INSTITUTE FOR  
DISPUTE RESOLUTION; THIS NOTICE IS MADE FOR COMPLIANCE WITH THE  
SOUTH CAROLINA UNIFORM ARBITRATION ACT.**

THIS LEASE AGREEMENT, made and entered into this 25<sup>th</sup> day of January, 2010, by and between Asset Holdings Trust, LLC, 181 East Evans Street, BTC Box 12, Florence, SC 29506, ("Lessor") and Palmetto Petro, LLC, 2488 Ascot Drive, Florence, SC 29501, ("Lessee").

**WITNESSETH :**

That Lessor, for and in consideration of the rents to be paid and the covenants and agreements hereinafter expressed to be kept and performed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Lessor subject to the exceptions and reservations and upon the terms and conditions and for the purposes of this instrument set out, that property located in the City of Florence, South Carolina, more particularly described on Exhibit "A" attached hereto, sometimes hereinafter referred to as "the Premises".

1. **Initial Term.** This Lease shall begin on March 1, 2010 and will terminate five (5) years thereafter with the right to renew for an additional five (5) year term. The Lessee may enter upon the property upon execution of this Lease with written evidence of insurance coverage as set forth herein.

2. **Rental.** The rental of the Premises shall be payable in equal monthly installments in advance on the first day of each month during the term of this Lease. In the event that the initial term does not commence on the first day of a month, the first payment of rent shall be prorated on a daily basis. The monthly rental for the Lease shall be Five Thousand Dollars (\$5,000.00) per month plus real estate taxes and upkeep including repairs. The rental upon renewal, if any, will be an additional amount above the initial rental based on the increase in the CPI for the five (5) year period but not greater than fifteen percent (15%).

3. **Holding Over.** If Lessee shall hold over possession of the Premises after the expiration of the Lease term established hereunder or any renewal or extension period thereof, such holding over shall operate as a tenancy from month to month upon the same terms and conditions set out in this Lease.

4. **Improvements; Demolition of Improvements.** Lessee will, at its own cost, construct and/or repair improvements upon the Premises. The design for such improvements shall be within the discretion of Lessee, subject only to applicable zoning and building ordinances and such requirements

as may otherwise be imposed from time to time. Fee simple title to the improvements constructed by Lessee, including additions, alterations, restorations, repairs or replacements thereto, shall become the property of Lessor except new gasoline pumps and new air compressors shall remain the property of Lessee. Lessee shall promptly pay for all work performed on its behalf on the Premises and keep the Premises free of liens; provided, Lessee shall have the ability to contest any liens. Upon the expiration or other termination of this Lease, fee simple title to all improvements, except personal property and trade fixtures of Lessee then existing on or within the Premises, shall be vested in Lessor. During any term of this Lease, if not in default, Lessee shall have the right in its discretion to remove, rebuild, repair, replace, demolish, and reconstruct any and all of such improvements, without regard to the number of years remaining on the term of this Lease at the time of such removal, rebuilding, repair, replacement, demolition, or reconstruction. If Lessee demolishes, after written approval and consent of Lessor, any of the now-existing improvements at any time prior to or during the Lease or any renewals, it shall do so in a manner that does not render the Premises unsightly or unsafe or create any illegal condition or diminish in any way the value of the Premises in the sole discretion of Lessor.

5. **Taxes and Assessments.** Lessee shall pay, when due, all taxes or assessments of any kind which are or could become a lien against the Premises including, but not limited to, all personal property and ad valorem taxes on the leasehold improvements and the real property taxes on the Premises. Lessee shall list and return in its name for taxes and assessment purposes any structure(s) or other improvement(s) owned by Lessee on the Premises. Lessee shall furnish copies of paid receipts for all said taxes and assessments forthwith after payment of same to Lessor. Provided that nothing in this Lease shall prohibit Lessee from contesting any tax or assessment, including appealing same.

6. **Insurance.** Lessee shall carry and furnish evidence reasonably satisfactory to Lessor of the existence of public liability insurance with limits on bodily injury of not less than \$2,000,000/\$3,000,000 and property damage of not less than \$300,000/\$500,000. Lessor shall be named as an additional insured, as its interest appears and send Lessor a copy of same within ten (10) days thereof.

7. **Utilities.** The cost of providing public utilities service to the Premises shall be entirely that of the Lessee and public utilities service shall be listed in Lessee's name.

8. **Maintenance.** Lessee shall maintain all of the Premises and its improvements on the Premises and all landscaping around said improvements in a neat appearance and pay all costs for said maintenance. Lessee shall have the right to rehabilitate, renovate and refurbish said improvements from time to time as provided by Paragraph 4 herein.

9. **Entry by Lessor.** Lessor, its agents and representatives, shall have the right to enter the Premises at reasonable times and examine the same; provided that it is understood that except in the event of any emergency, Lessor will give Lessee reasonable notice of its entry of the Premises and Lessee will be allowed to have an employee, agent or representative present in light of Lessee's use of the Premises.

10. Use of Premises; Environmental Indemnity. (a) Lessee's business will be the operation of a gas station and any other legal business augmented by other business activities reasonably related thereto.

(b) Lessee shall indemnify and hold Lessor harmless from any cost or expense incurred by reason of the Lessee's causing or allowing the violation of any federal, state, or local law regulating environmental degradation.

(c) Lessee shall register all underground storage tanks as required by state and federal regulations and comply with all such regulations and provide Lessor evidence that the underground storage tanks have been so registered. ✓

(d) Lessee shall at all times comply with, and not be in violation of, in connection with its use, maintenance or operation of the Premises and the conduct of the business related thereto, any applicable laws relating to environmental matters, including by way of illustration and not by ways of limitation: (i) the Clean Air Act; (ii) the federal Water Pollution Control Act of 1972; (iii) the Resource Conservation and Recovery Act of 1976; and (iv) the comprehensive environmental laws of South Carolina and DHEC Regulations.

(e) Without limiting the generality of subsection above, Lessee shall: (i) at all times use its best efforts to receive, handle, use, store, treat, ship, and dispose of all hazardous substances, petroleum products and waste in strict compliance with all applicable environmental, health, or safety statutes, ordinances, orders, rules, regulations, or requirements; and (ii) remove prior to the termination of this Lease from and off the Premises, all hazardous substances, petroleum products and waste released on the Premises by Lessee.

(f) No hazardous or toxic materials, substances, pollutants, contaminants or waste will be released by Lessee into the environment, or deposited, discharged, placed or disposed of by Lessee at, on, or adjacent to the Premises except in compliance with all environmental laws.

(g) Lessee shall immediately notify Lessor of any notices of any violation of any of the matters referred to in subsections relating to the Premises of this use.

(h) At all times during the Term or thereafter, including after the termination of this Lease, Lessee covenants at its sole cost and expense, to remove or take remedial action with regard to any materials released by Lessee to the environment at, on or adjacent to the Premises during the Term for which any removal or remedial action is required pursuant to law, provided: (i) no such removal or remedial action shall be taken except after reasonable advance written notice to Lessor and (ii) any such removal or remedial action shall be undertaken in a manner so as to minimize any impact on the business conducted at the Premises or any adjacent property.

(i) Lessee shall at all times during the Term retain any and all liabilities arising from the handling, treatment, storage, transportation or disposal of hazardous or toxic materials, substances,

pollutants, contaminants, petroleum products or wastes by Lessee whether stored by Lessee in tanks owned by Lessor or Lessee.

(j) Lessee shall indemnify and hold Lessor harmless from and against any and all: (i) liabilities, losses, claims, damages (including, without limitation, interest, penalties, fines, and monetary sanctions), and costs; and (ii) reasonable attorneys' and accountants' fees and expenses, court costs, and all other reasonable out-of-pocket expenses reasonably incurred or suffered by Lessor by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any warranty or covenant, or the inaccuracy of any representation of Lessee made by Lessee in this Lease.

(k) All representations, warranties, covenants, agreements and indemnities of Lessee shall survive the termination of this Lease and shall not be affected by any investigation by or on behalf of Lessee or by any information Lessor may have or obtain with respect thereto.

11. **Signage.** Lessee shall be entitled to erect whatever signs it deems necessary or useful on the Premises, subject to any local ordinances regarding signage.

12. **Termination.** The violation of any of the covenants, conditions, terms or provisions of this agreement by Lessee, including, but not limited to, nonpayment of rent or noncompliance with health and sanitation laws shall terminate this Lease at the commercially reasonable option of the Lessor. This Lease may also be terminated by the Lessor if, at any time during the duration of this Lease or any renewal thereof, the Lessee should be adjudged bankrupt or insolvent by any federal or state court or the Lessee shall allow a final judgment obtained against it to remain unpaid and unsecured for a period of ninety (90) days. Failure of Lessor to exercise any of said rights relating to the termination of this Lease or any other rights of Lessor under this agreement shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same, and Lessor shall have the option of bringing an action at law to recover the damages occasioned by Lessee's breach without affecting a termination of this Lease. In the event that the Lessor terminates this Lease under any of the above written conditions, the Lessor may enter the Premises and expel the Lessee therefrom or the Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships contemplated hereunder. Lessor agrees to give notice in writing to Lessee of the occurrence of any default under this Lease of its intent to terminate. Lessee shall have ten (10) business days after receipt of notice to cure any monetary default and thirty (30) days after receipt of notice to cure any non-monetary default in which event Lessor may not terminate this Lease; provided that if the non-monetary violation is of such a nature that it cannot be cured within said thirty (30) day period, Lessee shall be deemed to be in compliance with the cure provisions hereof if Lessee shall commence with due diligence and reasonable dispatch to cure such violation and prosecute same with due diligence and dispatch. Notwithstanding the foregoing, Lessor shall not be required to give notice of any monetary default more than twice in any twelve (12) month period.

13. **Taking of the Premises.** For purposes of the Lease, the term "taking" shall mean a taking during the term hereof of all or any part of the Premises or any interest therein or right accruing thereto as a result of or in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain or a change of grade affecting the Premises or any part thereof. In case of taking of all or any

part of the Premises or the commencement of any proceeding or negotiations that might result in any such taking, Lessor will promptly give Lessee written notice of such taking or the nature of such proceedings or negotiations therefrom as the case may be. Should Lessee be the first to receive notice of any such taking, Lessee will likewise promptly notify Lessor. If (a) more than 30% of the lease term, including all renewals, shall remain, or (b) there are at least two years remaining under the then-current lease term, whichever is longer, then Lessee may, at its option, take over and direct (at its own expense) the defense of any proceeding related to such taking.

(a) **Total Taking.** In case of the (i) taking of the fee of the entire Premises, or (ii) taking (other than for temporary use) of such substantial part of the fee of the Premises that the remaining portion of the Premises is unsuitable for continued use by the Lessee consistent with the nature of such use immediately prior to the taking, this Lease shall, at Lessee's option, terminate as of the date of such taking and the awards and proceeds of such taking (the "Condemnation Award") shall be distributed in accordance with subparagraph (c) below. Any taking of the premises of the character referred to above in this paragraph that results in a termination of this Lease is referred to herein as a "total taking".

(b) **Partial Taking - Reduction in Rent.** In case of a taking of the Premises other than (i) a total taking or (ii) a taking for temporary use, this Lease shall remain in effect as to the portion of the Premises remaining immediately after such taking, and the rent shall abate in proportion to the greater of the following amounts: (i) the ratio that the square footage taken bears to the total square footage of the area of the Premises, or (ii) the ratio that Lessee's post-taking gross income bears to its pre-taking gross income.

(c) **Award upon Total Taking or Partial Taking.** In case of a taking of the Premises other than a taking for temporary use, the Condemnation Award (after payment of the reasonable expenses incurred in collecting the same) shall be apportioned between the Lessor's and Lessee's interest therein in amounts that are fair and equitable to the mutual agreement of the parties. If no such mutual agreement occurs, then the parties will mediate/arbitrate as set forth herein.

(d) **Taking for Temporary Use.** In the event of a taking of all or part of the Premises for temporary (fewer than 5 days) use, this Lease shall continue in full force and effect without any abatement or reduction in the rent, and any Condemnation Awards shall, after deducting the reasonable expenses incurred in collecting the same, be distributed as follows:

(i) to Lessee as reimbursement for the pro-rata rent paid or payable hereunder for the period (days) of such taking;

(ii) the balance to Lessor.

14. **Destruction of the Premises.** In case of any damage to or destruction of the Premises or any part thereof or the improvements thereon, this Lease shall continue in full force and effect with reasonable abatement or reduction in the rental to be paid hereunder. However, in the event such destruction or damage occurs during the final two years of the initial term of this Lease or during any agreed renewal term, Lessee may have the option of repairing the premises out of the insurance proceeds

payable by reason of such damage or destruction, or of terminating the Lease and paying Lessor the amount of such insurance proceeds, or of terminating the Lease and paying the Lessor the present value of the lease payments to be made during the remaining term of the Lease, not to exceed the amount of insurance proceeds actually received by Lessee. In the event that Lessee so elects to terminate the Lease, neither party shall have any other or further obligation to the other.

15. **Assignment and Subletting.** Lessee may not assign or sublet all or any part of its interest in the Premises without the written consent of the Lessor, which shall not be unreasonably withheld except that family members acceptable to Lessors may sublet and the area formerly occupied by Hardees as a fast food restaurant may be sublet to a responsible restaurant operator with notice to Lessor.

16. **Leasehold Mortgage.** Lessor expressly sets forth that Lessee may not subject its leasehold interest and any improvements upon the Premises to the lien at any time without the written consent of the Lessor, which consent shall be in the sole discretion of Lessor.

17. **Estoppel Certificates.** Lessee will from time to time execute, acknowledge and deliver to Lessor promptly upon request a certificate stating (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modification), (ii) the dates, if any, to which the rent and other sums payable hereunder have been paid, (iii) whether or not there are then existing any offset or defenses against the enforcement of any term hereof on the part of the Lessee to be performed or complied with (and, if so, specifying the same), and (iv) that no notice has been received by Lessee of any default which has not been cured. Any such certificate may be relied upon by any prospective purchaser, mortgagee, or trustee under a deed of the fee estate in the Premises or any part thereof.

18. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and all assigns of all the parties hereto.

19. **Quiet Enjoyment.** Lessor covenants and agrees that Lessee, upon paying the rent and all other charges hereby provided for and upon observing and keeping all of the material covenants, agreements, and provisions of this Lease on Lessee's part to be observed and kept shall lawfully and quietly hold and enjoy the Premises during the term of this Lease without hindrance or molestation by or from anyone claiming by, through or under Lessor.

20. **Lessor's Warranties.** Lessor warrants that as of the date of execution of this Lease, the Premises are not subject to any lien, encumbrance, restriction or covenant superior to the rights of Lessee.

21. **Memorandum of Lease.** Lessor and Lessee will, upon the written request of either at any time, join in the execution of a memorandum of lease in proper form for recordation in the Florence County records.



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

(a) To Lessor: L. Bradley Callicott  
Asset Holdings, LLC  
181 East Evans Street, BTC Box 022  
Florence, S. C. 29506

with copy to: Mark W. Buyck, Jr.  
P. O. Box 1909  
Florence, SC 29503-1909

(b) To Lessee: Thakor Patel and Rupesh Patel  
2488 Ascot Drive  
Florence, SC 29501

Such address may be changed from time to time by written notice given hereunder.

23. **End of Term.** Upon the expiration or other termination of this Lease for reasons other than a total taking, Lessee shall quit and surrender the Premises to the Lessor. Upon expiration of this Lease or termination for any reason, Lessee shall have the right to remove all of its removable personal property and trade fixtures, not subject to Paragraph 4 herein, therefrom provided such removal is done in a manner so as not to deface or otherwise adversely affect the physical appearance of the Premises.

24. **Miscellaneous.** If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby. Whenever in this Lease it is provided that any document or matter is to be satisfactory to Lessor or may be required by Lessor, it shall be deemed to mean reasonably satisfactory or reasonably required as the case may be in any ordinary business sense. Any approval or consent of Lessor required shall not be unreasonably withheld. This Lease may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Lease are for the purpose of reference only, and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

25. **South Carolina Law to Apply.** This Agreement is to be construed under South Carolina law.

26. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding the Lease and there are no representations or commitments other than those expressly set forth herein.

27. **Waiver of Interpretation Presumption.** This Agreement has been negotiated by the parties hereto and by the respective attorneys for each party. The parties represent and warrant to one another that each has by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

28. **Alternative Dispute Resolution.** Any claim in contract, tort, or otherwise arising out of or relating to this Agreement or the relationship, including without limitation claims of discrimination in violation of federal or state statutes, shall be resolved in accordance with the procedures specified in this article, which shall be the sole and exclusive procedures for the resolution of any such claims. This Article shall survive termination of the Agreement and relationship and shall apply to former parties and to the estate or conservator of a former party.

The preceding notwithstanding, if the dispute between the parties arises out of a third-party claim, such as a liability claim or other claim of tortious conduct, these procedures shall not be mandatory, and the entity and individual parties shall be free to engage in litigation with the third-party claimant and with each other.

All proceedings conducted pursuant to this Article shall be confidential. Any mediation or arbitration shall be subject to the confidentiality provisions of the applicable procedure.

(a) **Mediation.** If the dispute has not been resolved by negotiation within 45 days of the disputing party's notice, or if the parties fail to meet within 30 days, the party shall endeavor to settle the dispute by mediation under the then current **CPR Model Mediation Procedure for Business Disputes** in effect on the date of this Agreement. The parties will attempt to agree on a mediator. Failing agreement, the mediator will be selected in accordance with the aforesaid CPR procedure.

(b) **Arbitration.** Any dispute arising out of or relating to this Agreement or the breach, termination, or validity thereof which has not been resolved by a mediation procedure as provided herein within 60 days of the initiation of such procedure shall be settled by arbitration in accordance with the then current **CPR Non-Administered Arbitration Rules** in effect on the date of this agreement, by a sole arbitrator with demonstrable experience in the gasoline convenience store; provided, however, that if any party will not participate in a mediation, any other party may institute arbitration before expiration of the above period. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16, if applicable, or alternatively, by the arbitration statute of South Carolina. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be Florence, South Carolina. Each party hereby waives any right to punitive, exemplary, or treble damages.

The statute of limitations of the State of South Carolina applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that the time for such commencement shall be tolled during the pendency of any negotiation or mediation called for by the preceding paragraphs of this Article.

The procedures specified in this Article shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided however, that a party, without prejudice to the above procedures, may seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the *status quo*. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Article.

If one party declines the other's offer in negotiation or mediation, and initiates arbitration, the outcome of which is not significantly more favorable to that party, it shall pay the other party's cost of the arbitration, including a reasonable attorney's fee, as determined by the arbitrator.

If a party is determined to have made any claim or adopted a position which is determined by the arbitrator not to have been made in good faith, the party who so acted shall pay the other party's expenses of mediation and arbitration, including but not limited to reasonable attorney's fees. The arbitrator shall make a specific finding as to the applicability of this provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals the day and year first above written.

WITNESSES:

Mark W. Bunch  
Ruth S. Kennedy

ASSET HOLDINGS, TRUST LLC, Lessor

By: [Signature]

Mark W. Bunch  
Ruth S. Kennedy

PALMETTO PETRO, LLC, Lessee

By: [Signature]

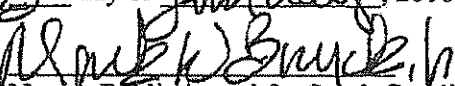
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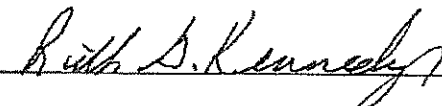
[Signature] 1-25-2010  
Thakor Patel

[Signature]  
Rupesh Patel

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

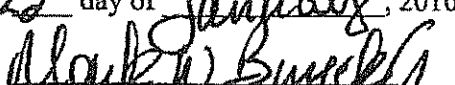
PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that (s)he saw the within named Asset Holdings, LLC, by its authorized officer, sign, and deliver the within Lease and that (s)he with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN to before me this  
25<sup>th</sup> day of January, 2010  
  
Notary Public in and for South Carolina  
My Commission expires: 1/7/20

  
\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that (s)he saw the within named Palmetto Petro, LLC, by Thakor Patel and Rupesh Patel sign, and deliver the within Lease and that (s)he with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN to before me this  
25<sup>th</sup> day of January, 2010  
  
Notary Public in and for South Carolina  
My Commission expires: 1/7/20

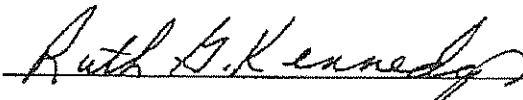
  
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EXHIBIT "A"

**PARCEL A:** All that certain piece, parcel or lot of land lying, being and situate in the City and County of Florence, State of South Carolina, shown and designated as 0.8865 acres, on a plat for Ernest L. Pennell by Ervin Engineering Co., dated June 14, 1989 and recorded in Plat Book 34 at Page 414 in the Office of the Clerk of Court for Florence County whereon said parcel is shown as bounded on the North by West Darlington Street whereon it fronts and measures 149.84 feet; on the East by North Irby Street whereon it measures 257.34 feet; on the South by lands designated Zion Tabernacle Holiness Church and Hams Feed & Seed whereon it measures 149.88 feet; and on the West by land designated Zion Tabernacle Holiness Church whereon it measures the aggregate distance of 258.06 feet. Reference being made to the above mentioned plat for a more thorough and complete description.

**PARCEL B:** That certain piece, parcel or lot of land situate, lying and being in the City of Florence, County of Florence, State of South Carolina, on the South side of West Darlington Street, and designated as Lots 120, 121, 103, 104 and the westernmost portion of Lot 105, as shown on a plat of Lind, Hicks & Associates, Surveyors, Inc., dated March 20, 2001 made for Ernest L. Pennell and Cromwell C. Rawls, III, and being recorded in the Office of the Clerk of Court for Florence County in Plat Book 76 at Page 228; said parcel being more particularly described as follows: Commencing at an iron pin at a point which marks the boundary separating the subject parcel and Lot 119 on the south side of Darlington Street and running along the south side of Darlington Street east for a distance of 74.96 feet to an iron pin; continuing east for a distance of 74.35 feet to an iron pin; thence south for a distance of 198.23 feet to an iron pin; continuing south for a distance of 59.90 feet to an iron pin; thence east for a distance of 25 feet to an iron pin; thence south for a distance of 139.96 feet to an iron pin; thence west for a distance of 175.49 feet to an iron pin; thence north for a distance of 200.01 feet to an iron pin; and continuing north for a distance of 198.86 feet to the starting position. Said parcel being bounded as follows: on the North by Darlington Street; on the East by Lot No. 122, being other property now or formerly of Ernest Pennell and Cromwell C. Rawls, III; and by the remaining portion of Lot No. 105, being the property of Michael Ballenger, et al; on the South by the right-of-way of C.S.X. Railroad Company; and on the West by Lots Nos. 102 and 119, being property of Hugh L. Willcox, Jr., as shown on the above referenced plat. Reference being made thereto for a more complete description.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE ) ADDENDUM TO LEASE ENTERED  
 ) JANUARY 25, 2010

ADDENDUM TO LEASE ENTERED JANUARY 25, 2010, between ASSET HOLDINGS TRUST, LLC, 181 East Evans Street, BTC Box 022, Florence, SC 29506 ("Lessor") and PALMETTO PETRO, LLC, 2488 Ascot Drive, Florence, SC 29501, ("Lessee").

For and in consideration of the rents to be paid and the covenants and agreements herein expressed as modified from the original Lease dated January 25, 2010, Lessee and Lessor hereby make and declare this as an Addendum to the original Lease Agreement of January 25, 2010, and except as stated herein, all the rest and contents of the original Lease continue in full force and effect.

Paragraphs below are hereby revised as follows:

1. **Initial Term.** This Lease shall begin on March 1, 2010, and will terminate five (5) years thereafter with the right to renew for an additional two (2) five (5) year terms. The Lessee may enter upon the property upon execution of this Lease with written evidence of insurance coverage as set forth herein.

2. **Rental** is revised to include the following provision: The rental upon renewal of the second (2<sup>nd</sup>) five (5) year term (years 11-15) following the initial term, if any, will be for an additional amount above the rental established for years 6-10 based on the cumulative increase in the CPIU occurring in the first five (5) year renewal (years 6-10). The rental increase will be based on the CPIU rather than the CPI in both five (5) year additional terms. The second five (5) year renewal (years 11-15) will have no limitation on percentage increase and will be escalated annually based on the CPIU for the preceding year with no limitation.

4. **Improvements; Demolition of Improvements** is hereby amended to allow Lessee, upon the expiration or other termination of this Lease, fee simple title to all improvements except personal property and trade fixtures of the Lease then existing or on or within the premises to allow Lessee to remove any car wash equipment purchased and added to the premises during the term of the Lease.

Except as stated above, all the rest and remaining portions of the Lease remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease in duplicate this 6 day of May, 2010.

WITNESSES:

Dorothy H. Beverage  
Ruth B. Kennedy  
Dorothy H. Beverage  
Ruth B. Kennedy

ASSET HOLDINGS TRUST, LLC, LESSOR

By: [Signature]

PALMETTO PETRO, LLC, LESSEE

By: [Signature] 5-6-10

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that (s)he saw the within named Asset Holdings, LLC, by its authorized officer, sign, and deliver the within Lease and that (s)he with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN to before me this  
6<sup>th</sup> day of May, 2010  
Ruth A. Kennedy  
Notary Public in and for South Carolina  
My Commission expires: 03/31/18

Dorothy H. Beverage

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that (s)he saw the within named Palmetto Petro, LLC, by Thakor Patel and Rupesh Patel sign, and deliver the within Lease and that (s)he with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN to before me this  
6<sup>th</sup> day of May, 2010  
Ruth A. Kennedy  
Notary Public in and for South Carolina  
My Commission expires: 03/31/18

Dorothy H. Beverage

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

AMENDMENT TO LEASE AGREEMENT

The Lease Agreement made and entered on January 25, 2010, by and between Asset Holdings Trust, LLC, 181 East Evans Street, BTC Box 022, Florence, South Carolina, 29506, and Palmetto Petro, LLC, 2488 Ascot Drive, Florence, South Carolina, 29501, is hereby amended to reduce the rental set forth in Paragraph 2 of the original Lease, reducing the monthly rental for the Lease from Five Thousand Dollars (\$5,000.00) per month plus real estate taxes and upkeep including repairs, to Two Thousand Five Hundred Dollars (\$2,500.00) per month plus real estate taxes and upkeep including repairs, for the months of November and December 2010, and January 2011. Thereafter the rent will revert to the Five Thousand Dollars (\$5,000.00) per month as set forth in Paragraph 2 of the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement in duplicate originals this 1<sup>st</sup> November day of ~~October~~, 2010.

WITNESSES:

Ruth A. Kennedy  
Mark W. Boyce

John Belton  
Brenda D. Matthews

ASSET HOLDINGS TRUST, LLC, LESSOR

By: [Signature]

PALMETTO PETRO, LLC, LESSEE

By: [Signature]



**VIII. a.**  
**Bill No. 2011-01**  
**First Reading**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** November 8, 2010  
**AGENDA ITEM:** Ordinance – First Reading  
**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

Amendment to the 2010-11 City of Florence Budget.

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

No previous action has been taken on this ordinance.

**III. POINTS TO CONSIDER**

The objective of the proposed ordinance is to more closely align budgeted amounts with actual revenues and expenditures thereby eliminating or reducing significant variances between budgeted and actual amounts in both revenue and expenditure categories. Funds are being re-appropriated from fiscal year 2009-10 to 2010-11 to complete transactions which were incomplete at the end of fiscal year 2009-10. Additional funds are also being budgeted as revenues and expenditures which, during the course of the current fiscal year, have been or are anticipated to be received and expended but were not included as part of the original budget ordinance.

**IV. STAFF RECOMMENDATION**

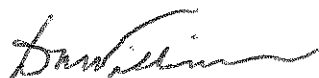
Approval and adoption of the proposed ordinance.

**VI. ATTACHMENTS**

Copy of the proposed ordinance.



Thomas W. Chandler  
Finance Director



David N. Williams  
City Manager

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

**AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF FLORENCE,  
SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2010, AND  
ENDING JUNE 30, 2011.**

**BE IT ORDAINED** by the City Council of the City of Florence, South Carolina, in a meeting duly assembled and by the authority thereof that the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby amended as follows:

**Section 1.** That the category of revenues of the General Fund in said budget is hereby amended by the additional appropriations as follows:

- 10-336-0200      Miscellaneous Grants is increased in the amount of \$19,500 to provide for grant funds for Freedom Florence fencing.
- 10-377-1000      Unappropriated Surplus is funded in the amount of \$598,000 from undesignated fund balance.

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

- 10-412-0082      Furniture & Fixtures (Justice & Law) is funded in the amount of \$2,000 to provide for filing cabinets for City Court.
- 10-412-0083      Office Machines (Justice & Law) is funded in the amount of \$4,100 to provide for miscellaneous office machinery for City Court.
- 10-416-0068      Medical Expenses (Personnel) is increased in the amount of \$30,000 to provide for the funding of respirator physicals.
- 10-421-0083      Office Machines (Police) is funded in the amount of \$4,600 to provide for miscellaneous office machinery for the Police Department.
- 10-421-0086      Other Equipment (Police) is funded in the amount of \$10,000 for the purchase of 10 patrol rifles for the Police Department.
- 10-422-0081      Buildings & Fixed Equipment (Fire) is funded in the amount of \$45,000 for Fire Station 1 roof repairs.
- 10-422-0082      Furniture & Fixtures (Fire) is funded in the amount of \$10,000 to provide fire station furnishings for the Fire Department.
- 10-422-0083      Office Machine (Fire) is funded in the amount of \$5,000 to provide for two computers for the Fire Department.

## FY 2010-2011 Budget Amendment Ordinance (continued)

- 10-431-0086 Other Equipment (Streets) is increased in the amount of \$11,000 to provide for the replacement of mower # 317.
- 10-433-0085 Machines & Equipment (Equipment Maintenance) is funded in the amount of \$4,000 to provide for the acquisition of a replacement hydraulic lift.
- 10-451-0030 Tree Beautification (Parks & Leisure Services) is increased in the amount of \$3,300 to provide tree and miscellaneous plant replacement at the Veterans Park.
- 10-451-0065 Professional Services (Parks & Leisure Services) is increased in the amount of \$17,000 to provide for Summer Youth Program funding.
- 10-451-0079 Grant Expenditures (Parks & Leisure Services) is funded in the amount of \$32,500 for PARD Grant and grant match funding on Freedom Florence Fencing.
- 10-451-0084 Auto Equipment (Parks & Leisure Services) is funded in the amount of \$70,000 to provide for the replacement of pickup truck # 931 (\$20,000); pickup truck # 932 (\$20,000); and seniors van # 923 (\$30,000).
- 10-451-0086 Other Equipment (Parks & Leisure Services) is funded in the amount of \$6,000 for the replacement of mower # 992.
- 10-453-0075 Marketing & Promotions (Athletic Programs) is increased in the amount of \$2,000 for marketing and promotions related expenditures not expended by 2009-10 fiscal year end.
- 10-453-0081 Buildings & Fixed Equipment (Athletic Programs) is funded in the amount of \$22,000 to provide for the purchase of a Concessions HVAC system (\$7,000) and funding for fence replacement at Freedom Florence (\$15,000).
- 10-453-0086 Other Equipment (Athletic Programs) is funded in the amount of \$18,800 for the replacement of golf cart # 970 (\$3,800), drag machine # 991 (\$12,000), and trailer # 988 (\$3,000).
- 10-453-0087 Upgrade and Painting (Athletic Programs) is funded in the amount of \$5,700 for painting at Freedom Florence.
- 10-463-0028 Building Maintenance (Urban Planning) is increased in the amount of \$5,600 to provide for miscellaneous building repairs for Urban Planning & Development.

**FY 2010-2011 Budget Amendment Ordinance (continued)**

- 10-463-0065 Professional Services (Urban Planning) is increased in the amount of \$86,000 for uncompleted comprehensive plan development.
- 10-463-0081 Buildings and Fixed Equipment (Urban Planning) is funded in the amount of \$18,000 for the General Fund portion of costs related to roof repair and replacement at the 218 West Evans Street building.
- 10-493-0440 Lot Clearing and Demolition (Non-Departmental) is funded in the amount of \$90,000 to provide for the clearing and demolition of lots and abandoned structures within the city limits.
- 10-493-0500 City County Complex Operations (Non-Departmental) is increased in the amount of \$12,000 to provide for the General Fund portion of City County Complex projects not completed by 2009-10 fiscal year end.
- 10-493-0520 Contingency Fund (Non-Departmental) is increased in the amount of \$50,000 to provide for contingency funding for unanticipated General Fund projects or programs required in FY 2010-11.
- 10-493-0563 Rail Trail – DHEC (Non-Departmental) is funded in the amount of \$17,500 to provide for DHEC grant-funded trail system improvements.
- 10-493-0572 SC Land Acquisition Grant Match (Non-Departmental) is funded in the amount of \$12,900 to provide matching funds for the grant acquisition of land for trail and green space development.
- 10-493-0576 IT Upgrade (Non-Departmental) is funded in the amount of \$16,500 to provide additional funds for the General Fund portion of citywide IT upgrades.
- 10-493-5550 Special Projects (Non-Departmental) is increased in the amount of \$6,000 to provide for the acquisition of video equipment for the City Council Chambers.

**Section 3.** That the category of revenues of the Water and Sewer Enterprise Fund in said budget is hereby amended by the additional appropriations as follows:

- 20-377-1000 Unappropriated Surplus is funded in the total amount of \$225,000 from reservations of retained earnings from the prior fiscal year.

**FY 2010-2011 Budget Amendment Ordinance (continued)**

**Section 4.** That the category of expenses of the Water and Sewer Enterprise Fund in said budget is hereby amended as follows:

- 20-441-0065 Professional Services (Engineering) is increased in the amount of \$5,000 to for uncompleted engineering consulting services for NPDES Phase II Stormwater compliance.
- 20-442-0081 Buildings and Fixed Equipment (Utility Finance) is funded in the amount of \$30,000 for Utility Finance Division building security improvements (\$12,000) and for the Water & Sewer Enterprise Fund portion of costs related to roof repair and replacement at 218 West Evans Street (\$18,000).
- 20-442-0086 Buildings & Fixed Equipment (Utility Finance) is funded in the amount of \$14,000 for the acquisition of inventory monitoring equipment.
- 20-446-0056 Meters and Parts (Distribution Operations) is increased in the amount of \$50,000 for the purchase of radio read water meters.
- 20-446-0085 Machines & Equipment (Distribution Operations) is funded in the amount of \$30,000 for the purchase of a fusing machine.
- 20-493-0500 City County Complex Operations (Non-Departmental) is increased in the amount of \$12,000 to provide for the Water & Sewer Enterprise Fund portion of City County Complex projects not completed by 2009-10 fiscal year end.
- 20-493-0520 Contingency Fund (Non-Departmental) is increased in the amount of \$50,000 to provide for contingency funding for unanticipated water and sewer facilities maintenance and improvements required in FY 2010-11.
- 20-493-0576 IT Upgrade (Non-Departmental) is funded in the amount of \$34,000 to provide additional funds for the W/S Enterprise Fund portion of citywide IT upgrades.

**Section 5.** That the category of revenues of the Hospitality Fee Fund in said budget is hereby amended by the additional appropriations as follows:

- 26-377-1000 Unappropriated Surplus is increased in the total amount of \$133,000 from reservations of fund balance from the prior fiscal year.

**Section 6.** That the category of expenditures of the Hospitality Fee Fund in said budget is hereby amended by the additional appropriations as follows:

**FY 2010-2011 Budget Amendment Ordinance (continued)**

26-465-0125 Downtown Parking (Hospitality Fund General Expenditures) is funded in the amount of \$123,000 for downtown parking capital expenses.

26-465-0140 Timrod Park Improvements (Hospitality Fund General Expenditures) is funded in the amount of \$10,000 for Timrod Park capital improvements.

**Section 7.** That the category of revenues of the Equipment Replacement Fund in said budget is hereby amended by the additional appropriations as follows:

40-377-1000 Unappropriated Surplus is funded in the total amount of \$372,000 from reservations of fund balance from the prior fiscal year.

**Section 8.** That the category of expenses of the Equipment Replacement Fund in said budget is hereby amended by the additional appropriations as follows:

40-441-0083 Office Machines (Engineering Equipment Replacement) is increased in the amount of \$18,000 to provide funding for the purchase of a plotter (\$10,000) and a large format copier (\$8,000).

40-441-0084 Auto Equipment (Engineering Equipment Replacement) is funded in the amount of \$25,000 to provide funding for the purchase of a replacement for midsize utility vehicle # 511.

40-443-0084 Auto Equipment (Wastewater Treatment Equipment Replacement) is increased in the amount of \$24,000 to provide funding for the purchase of a replacement for utility truck # 653.

40-443-0085 Machines & Equipment (Wastewater Treatment Equipment Replacement) is funded in the amount of \$12,000 to provide funding for the purchase of a 6" trash pump.

40-445-0084 Auto Equipment (Ground Water Production Equipment Replacement) is funded in the amount of \$19,000 to provide funding for the purchase of a replacement for full size pickup # 703.

40-446-0084 Auto Equipment (Distribution Operations Equipment Replacement) is increased in the amount of \$48,000 to provide funding for the purchase of a replacement utility truck # 661 (\$24,000) and a replacement utility truck # 692 (\$24,000).

40-446-0085 Machines and Equipment (Distribution Operations Equipment Replacement) is funded in the amount of \$85,000 to provide

**FY 2010-2011 Budget Amendment Ordinance (continued)**

funding for the purchase of a replacement for a trailer mounted 4" pump (\$20,000), the purchase of a replacement 6" trash pump (\$20,000), and the purchase of a replacement 8" trash pump (\$45,000).

40-448-0084 Auto Equipment (Collection Operations Equipment Replacement) is increased in the amount of \$96,000 to provide funding for the purchase of a replacement for flatbed truck # 673 (\$40,000) and a replacement for sewer rod truck # 679 (\$56,000).

40-610-0084 Auto Equipment (Stormwater Operations Equipment Replacement) is increased in the amount of \$45,000 to provide funding for the purchase of a replacement for flatbed truck # 821.

**Section 9.** That all ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

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

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.**

**Approved as to form:**

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

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

**Attest:**

\_\_\_\_\_  
Diane Rowan  
Municipal Clerk

**VIII. b.**  
**Bill No. 2011-02**  
**First Reading**

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** December 13, 2010

**AGENDA ITEM:** Ordinance  
First Reading

**DEPARTMENT/DIVISION:** City of Florence Urban Planning & Development Department

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**I. ISSUE UNDER CONSIDERATION:**

*Amendment to Planned Development District, PDD 08-01, changes in townhouse design for lots 6-12 TM# 10014-01-185, 184, 173, 183, 182, 181, 180, & 179.*

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

*No previous action has been taken on this request. A Public Hearing for rezoning was held at the November 10, 2010 Planning Commission meeting. Planning Commission members voted to approve the request 6-0.*

**III. POINTS TO CONSIDER:**

*This item is being introduced for first reading only.*

**IV. OPTIONS:**

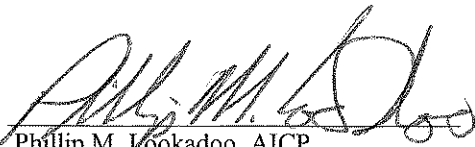
*City Council may:*


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

**V. PERSONAL NOTES:**

**VI. ATTACHMENTS:**

*Map showing the location of the property.*  
*Zoning Map*  
*Comprehensive Plan Map*  
*Staff Report*

  
Phillip M. Lookadoo, AICP  
Urban Planning and Development Director

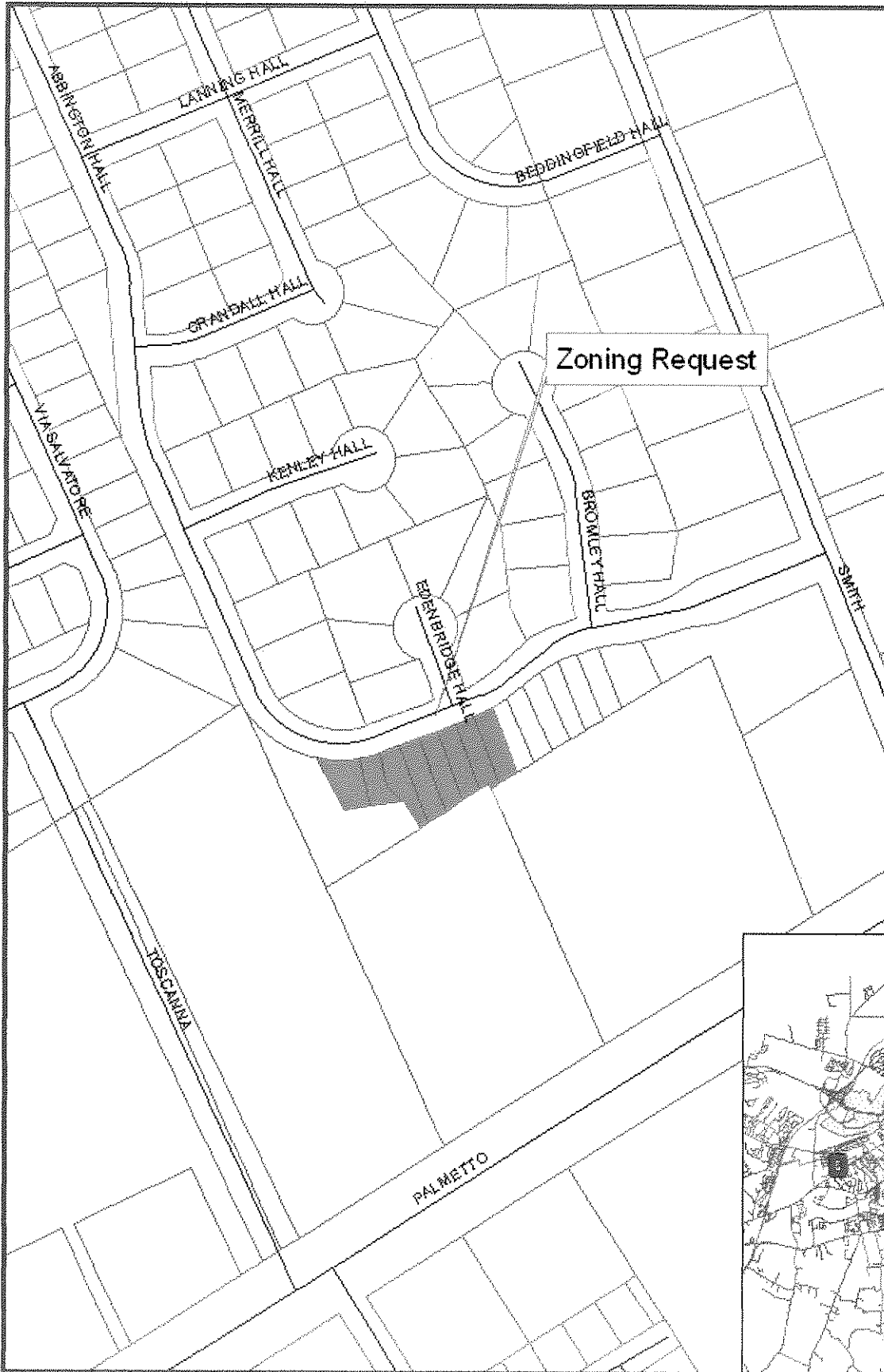
  
David N. Williams  
City Manager






# Location Map Reserve at Ebenezer



Urban Planning &  
Development Department

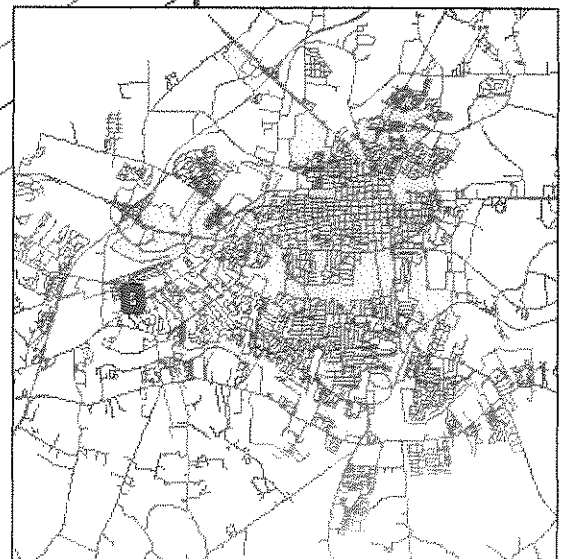


## Legend

-  Smythe Place
-  Road Segment
-  Parcels

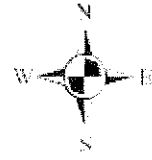
ORIGINAL PREPARATION  
This map was prepared by:  
City of Florence  
Urban Planning & Development Department

**DISCLAIMER:**  
The City of Florence Urban Planning and Development Department data represented on this map or plan is the product of compilation, or 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 the verification is at the sole risk of the user.

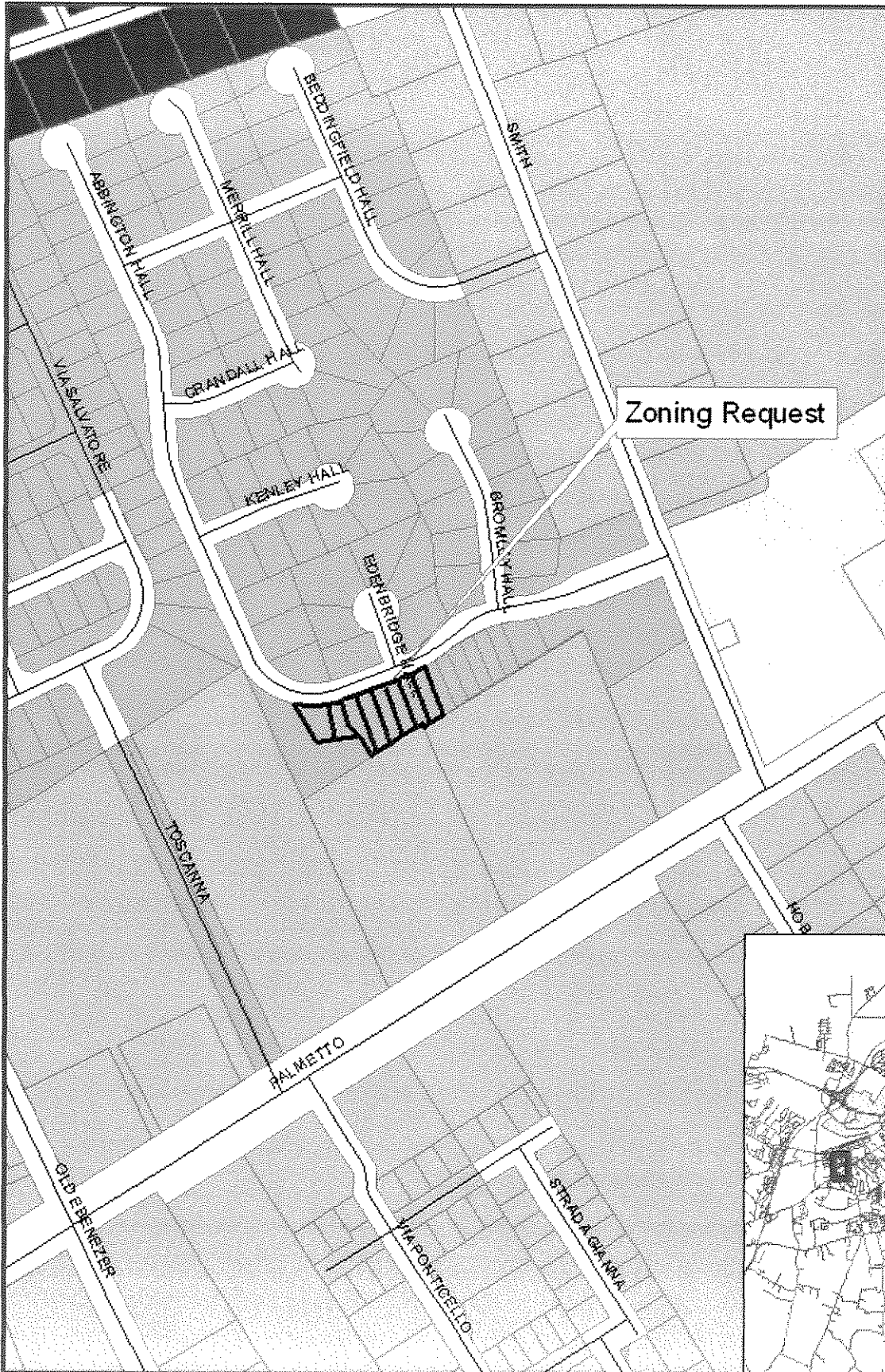


# ZONING MAP

## Lots 6-12



Urban Planning &  
Development Department



### Legend

- Lots 6-12
- Road Segment
- Parcels

### Zoning

#### ZONE CODE

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

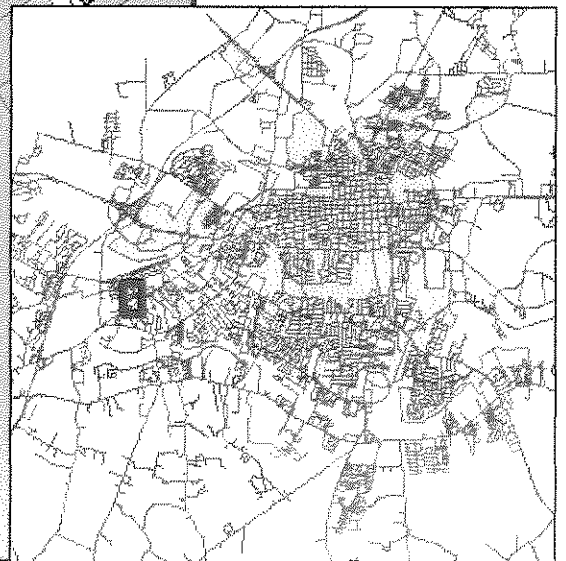
### ORIGINAL PREPARATION

This map was prepared by:  
City of Florence

Urban Planning & Development Department

### DISCLAIMER:

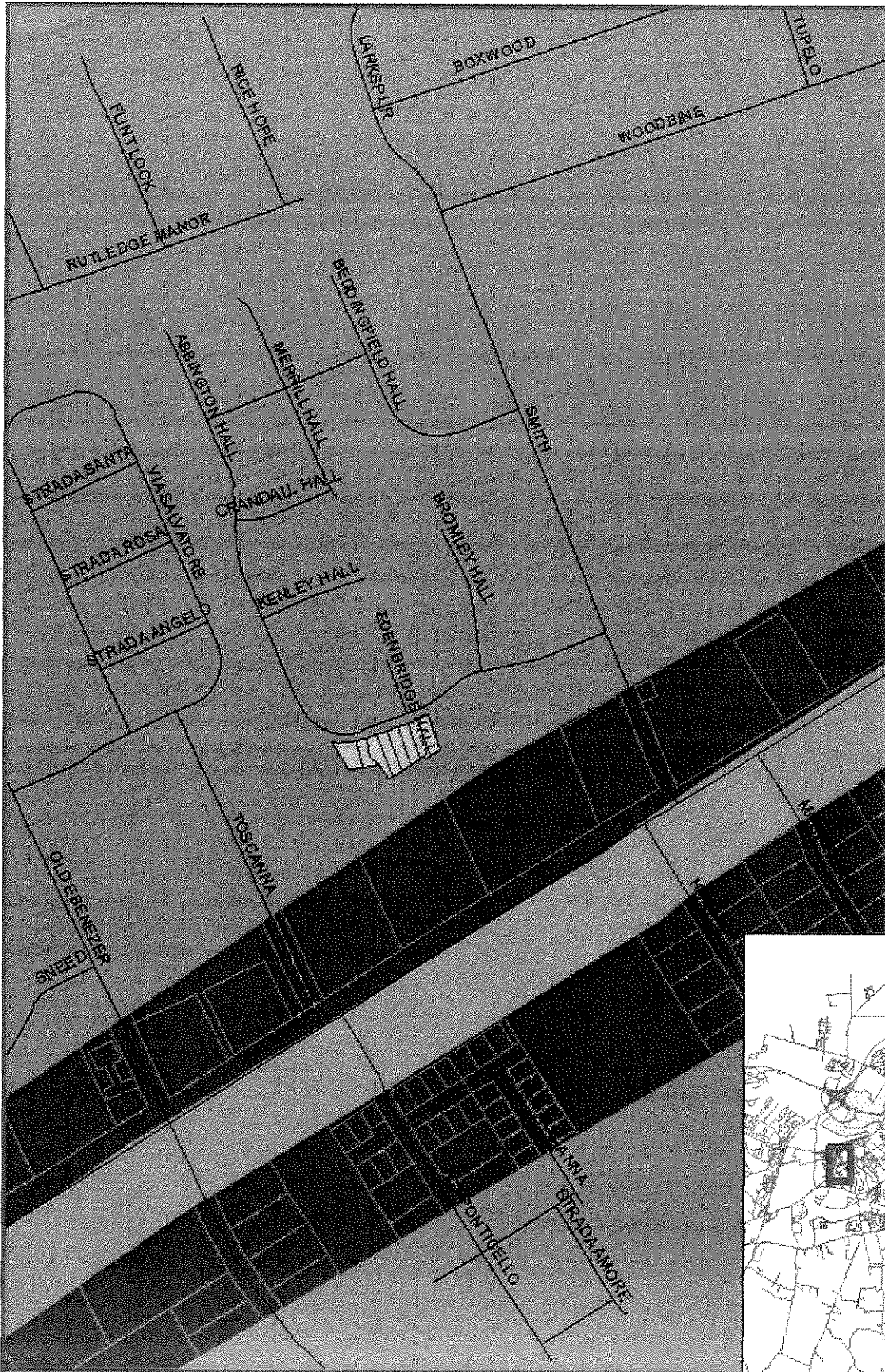
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# Future Land Use



Urban Planning &  
Development Department

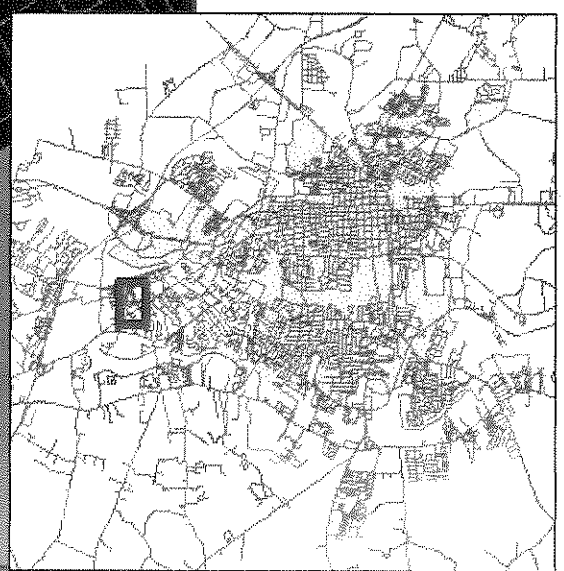


**Legend**

- Lots 6-12
- RoadSegment
- Parcels
- Land\_Use\_Future\_Vismor
- LU CLASS**
- DVR
- EXR
- HEC
- HEN
- IB
- LEN
- NC
- OPN
- RCN
- RRL
- TRN

**ORIGINAL PREPARATION**  
This map was prepared by:  
City of Florence  
Urban Planning & Development Department

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## ZONING PETITION STAFF CHECKLIST

### IDENTIFYING DATA

Name of Owner: Kairos Properties

Address of Properties: Reserve at Ebenezer Lots 6-12

Tax Parcel Number(s): 10014-01-185, 184, 173, 183, 182, 181, 180, & 179

Date: November 10, 2010

### GENERAL BACKGROUND DATA

The County Planning approved the PDD plot plan for the Reserve at Ebenezer Lots 6-12. The approved site plan was stamped January 22, 2008. Lots 6-12 remain vacant and the applicant is seeking to change the building footprints. The structural alteration of the building footprints from the previously approved plan constitutes a major amendment per ZO Sec 2.6-8 Changes in approved PD Plans.

### DIMENSIONAL REQUIREMENTS

The current dimensional requirements are established by the recorded plat. There is no change in the number of lots and minimal change to the frontage due to the reconfiguration of the rear access drive. The new dimensional requirements of lots are noted by the building footprints on the new site plan.

### MISCELLANEOUS PROVISIONS

Is any portion of the property in floodplain? No

Are there any known zoning violations on this site? No

If so, explain:

Tax records indicate the owner(s) as: Pee Dee Community Action

This application is submitted by:

the owner listed above  
 an agent for the owner  
 other

# ZONING PETITION STAFF CHECKLIST

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## LAND USE PLAN CONFORMANCE

Is there any discrepancy between current or proposed zoning and the Land Use Plan? If so, what is the discrepancy?

No change in land use is proposed. The Comprehensive Plan designates the site for existing residential. The current and future use of the site does not conflict with the Future Land Use plan.

## ADDITIONAL CRITERIA FOR CONSIDERATION

1. What changes have, or are, occurring in the area to justify a change in zoning?  
The applicant is modifying their original townhome site design. There is no overreaching change to the subdivision design or layout, the only change observed will be a different footprint for buildable lots 6-12 as noted on the site plan.

2. What are adjacent properties zoned, and what are adjacent land uses?

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	PDD	Residential
Northeast	PDD	Residential
East	PDD	Residential
Southeast	unzoned	Residential
South	unzoned	Institutional
Southwest	unzoned	Institutional
West	PDD	Residential
Northwest	PDD	Residential

3. What are development plans in the area – roads, schools, future commercial development, etc.?  
There are no immediate redevelopment plans that exist in and around the area.
4. Is there a reason the current land use cannot continue to be feasible as it now exists?  
No.
5. List some potential uses under existing zoning.  
There is no change in permissible land use from this amendment.

## ZONING PETITION STAFF CHECKLIST

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6. List some potential uses under proposed zoning.  
No change in land use would occur.
7. Are any of these uses inappropriate for this location, and if so, why?  
No.
8. (a) What is applicant's stated reason for requesting zoning?  
The Amendment to PDD request is solely associated the buildable footprint for lots 6-12 as noted on the plan.
9. (a) What will be the benefits to the surrounding properties?  
There does not appear to be any detriment or benefit to surrounding properties.
- (b) What will be the detriments to the surrounding properties?  
NA
10. Is a traffic study required for this petition?  
No.
- If so, what are the recommendations of the study?  
NA
11. What does the purpose statement of the proposed zoning district say?  
The intent of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.
- Within the PD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment.
- In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.

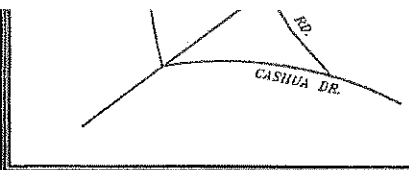
## ZONING PETITION STAFF CHECKLIST

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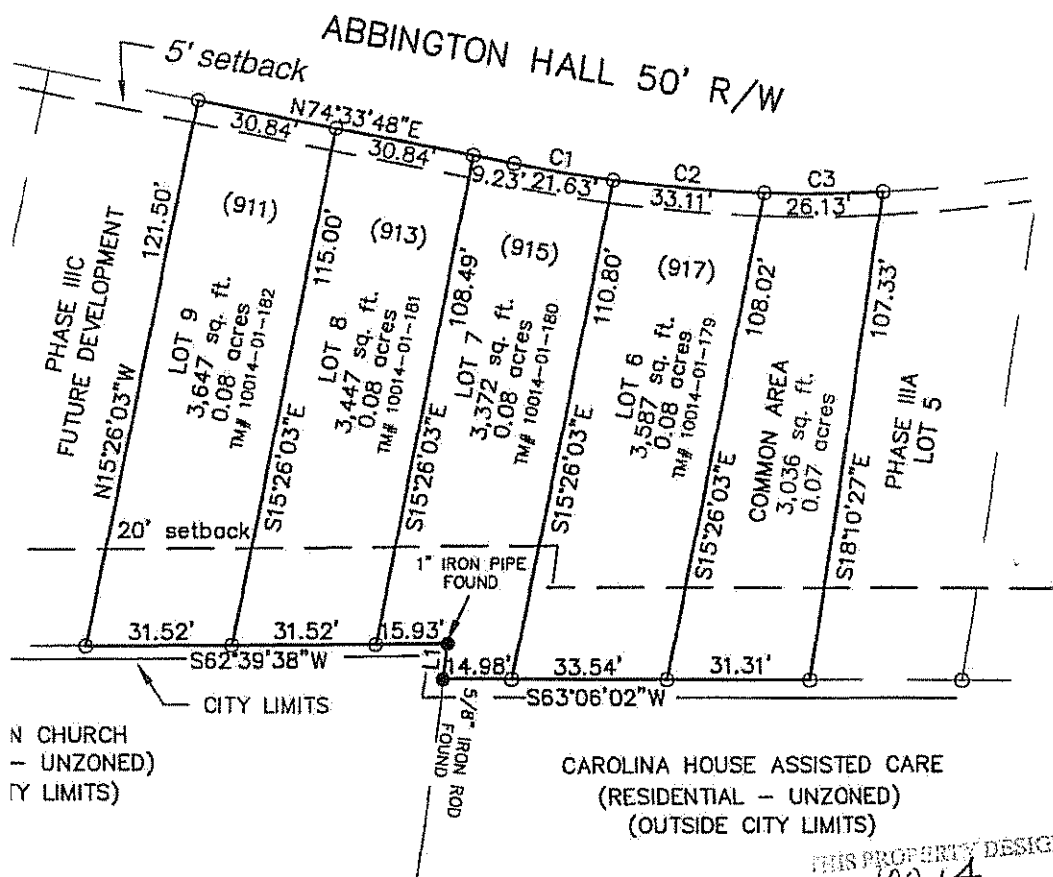
12. Will this proposal meet the intent of the above purpose statement?  
Yes.

PHASE I

BRIDGE HALL  
0' R/W



LOCATION MAP



THIS PROPERTY DESIGNATED AS  
 MAP 100-14 BLK 01 PARCELS 179, 180, 181, 182  
 ON FLORENCE COUNTY TAX MAPS  
 SPLIT FROM 100-14-01-173  
 FLORENCE COUNTY TAX ASSESSOR

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	21.63	325.00	21.63	N72°39'25"E
C2	33.11	325.00	33.10	N67°49'55"E
C3	26.13	325.00	26.12	N62°36'38"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.87	N19°40'06"W

**RESERVE AT EBENEZER**  
 EBENEZER DEVELOPMENT, LLC  
 S. CASHUA DR.  
 FLORENCE, S.C. 29501  
 TAX MAP # 100-01-011, 012, 013  
 ZONED P.D.D.

FLORENCE COUNTY  
 SOUTH CAROLINA

TESTIFIED: A TRUE COPY  
*Carrie Kay Spivey*  
 CLERK OF COURT C.P. & G.S.  
 FLORENCE COUNTY, S.C.

**FINAL PLAT**  
**PHASE IIIB THE RESERVE AT EBENEZER**

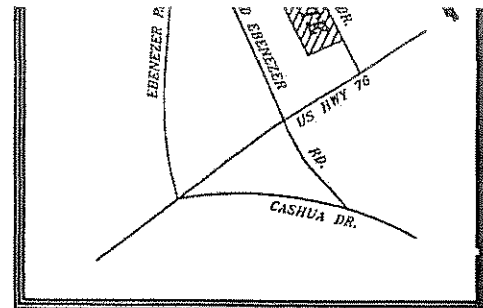
LOTS LOCATED IN FLORENCE COUNTY, SOUTH CAROLINA, BEING A PORTION  
 OF THE PROPERTY SHOWN AS TRACT A AND B ON A COMPILED MAP FOR HYMAN



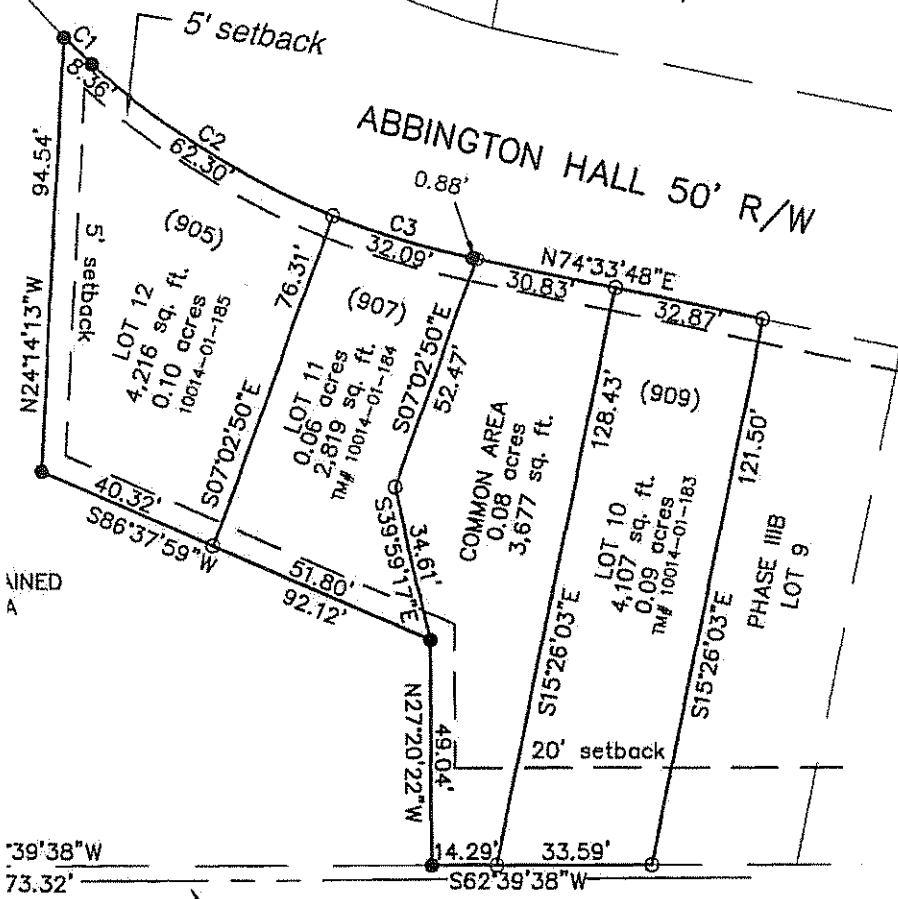
PRIVATELY MAINTAINED  
COMMON AREA  
POND  
2-B

PHASE 19

PHASE I 19



LOCATION MAP



UNED  
A

CITY LIMITS

CROSS-CROWN CHURCH  
(INSTITUTIONAL - UNZONED)  
(OUTSIDE CITY LIMITS)

THIS PROPERTY DESIGNATED AS  
MAP 100-14 BLK 01 PARCEL 183, 184, 185  
ON FLORENCE COUNTY TAX MAPS

SPLIT FROM 100-14-01-173  
FLORENCE COUNTY TAX ASSESSOR

**PHASE I AT EBENEZER**

EBENEZER DEVELOPMENT, LLC  
S. CASHUA DR.  
FLORENCE, S.C. 29501

PLAT MAP # 100-01-011, 012, 013

ZONED P.D.D.  
PLANNING DEPARTMENT  
not approved on  
2/20/14  
td

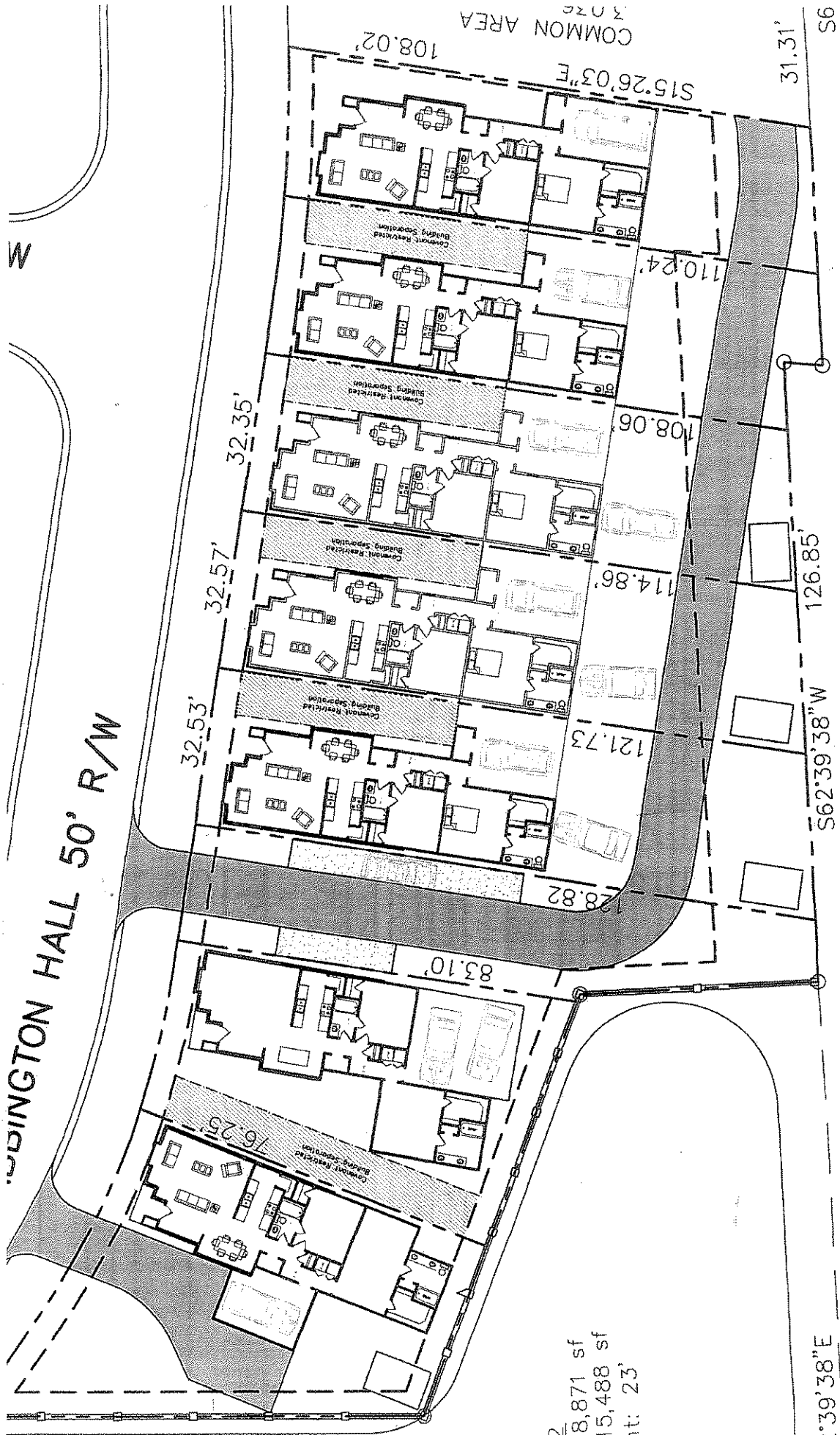
CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	8.36	175.00	8.36	S73°10'00"E
C2	62.30	175.00	61.97	S84°43'57"E
C3	32.09	175.00	32.04	N79°48'59"E

FLORENCE COUNTY  
SOUTH CAROLINA

CERTIFIED: A TRUE COPY  
 [Signature]  
 CLERK OF COURT C.P. & G.S.  
 FLORENCE COUNTY, S.C.

**FINAL PLAT**

...DDINGTON HALL 50' R/W



se 2  
 1: 28,871 sf  
 a: 15,488 sf  
 eight: 23

N62°39'38"E  
 173.32'

ORDINANCE NO. 2011 \_\_\_\_\_

**AN ORDINANCE TO AMEND PDD 08-01, CHANGES IN TOWNHOUSE DESIGN FOR LOTS 6-12.**

**WHEREAS**, a Public Hearing was held in Room 603 of the City-County Complex on November 10, 2010 at 5:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, an application by Derrick Owens for Kairos Properties, owner of Smythe Place lots 6-12 was presented requesting an amendment to the City of Florence Zoning Atlas zoning district PDD 08-01 to change the townhouse design lots 6-12.

**The properties are shown more specifically on Florence County Tax Map 10014, block 01, parcels 185, 184, 183, 182, 180, & 179**

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

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

1. That an Ordinance is hereby adopted by amending the Zoning Atlas of the City of Florence for the aforesaid PDD 08-01 zoning district, per the approved site plan for lots 6-12.
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 \_\_\_\_\_, 2011**

Ordinance No. 2011-\_\_\_\_\_

**Approved as to form:**

---

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

---

Stephen J. Wukela,  
**Mayor**

**Attest:**

---

Dianne Rowan  
**Municipal Clerk**

VIII. c.  
Bill No. 2011-03  
First Reading

CITY OF FLORENCE COUNCIL MEETING

**DATE:** December 13, 2010  
**AGENDA ITEM:** Ordinance  
First Reading  
**DEPARTMENT/DIVISION:** City of Florence Urban Planning & Development Department

---

**I. ISSUE UNDER CONSIDERATION:**

*Rezone 410 Jarrott St. from R-4 Multi-Family Residential District to PDD, Tax Map 90103-09-001. The request is being made by the owner, Reverend Mack Hines for Pee Dee Community Action.*

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

*No previous action has been taken on this request. A Public Hearing for rezoning was held at the November 10, 2010 Planning Commission meeting. Planning Commission members voted to approve the request 7-0.*

**III. POINTS TO CONSIDER:**

*This item is being introduced for first reading only.*

**IV. OPTIONS:**

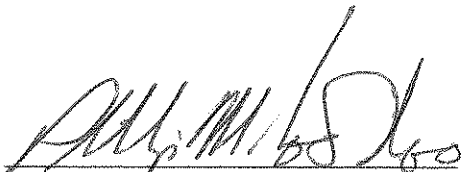
*City Council may:*

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

**V. PERSONAL NOTES:**

**VI. ATTACHMENTS:**

*Map showing the location of the property.  
Zoning Map  
Comprehensive Plan Map  
Staff Report*

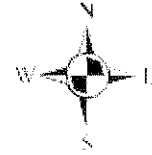


Phillip M. Lookadoo, AICP  
Urban Planning and Development Director

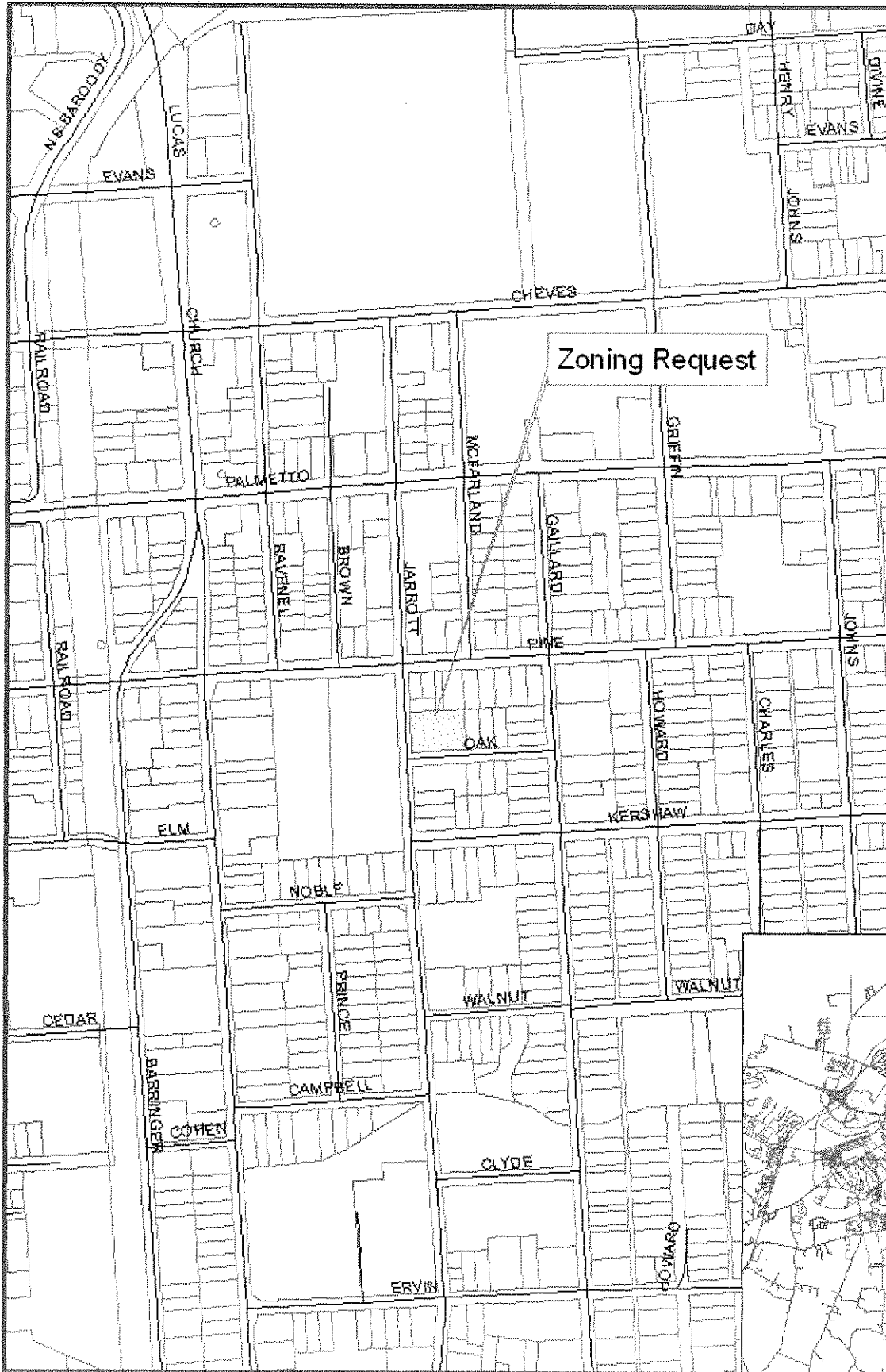


David N. Williams  
City Manager

# Location Map 410 Jarrott St.



Urban Planning &  
Development Department

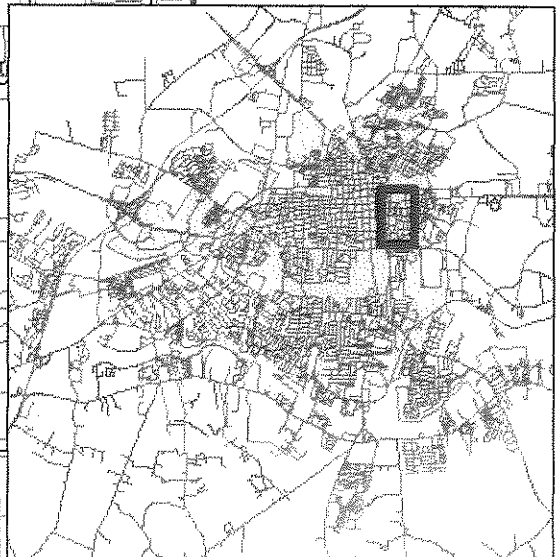


**Legend**

- 410 Jarrott
- RoadSegment
- Parcels

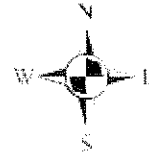
ORIGINAL PREPARATION  
This map was prepared by:  
City of Florence  
Urban Planning & Development Department

**DISCLAIMER:**  
The City of Florence Urban Planning and Development Department data represented on this map or plan 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. It is without field verification and is at the sole risk of the user.

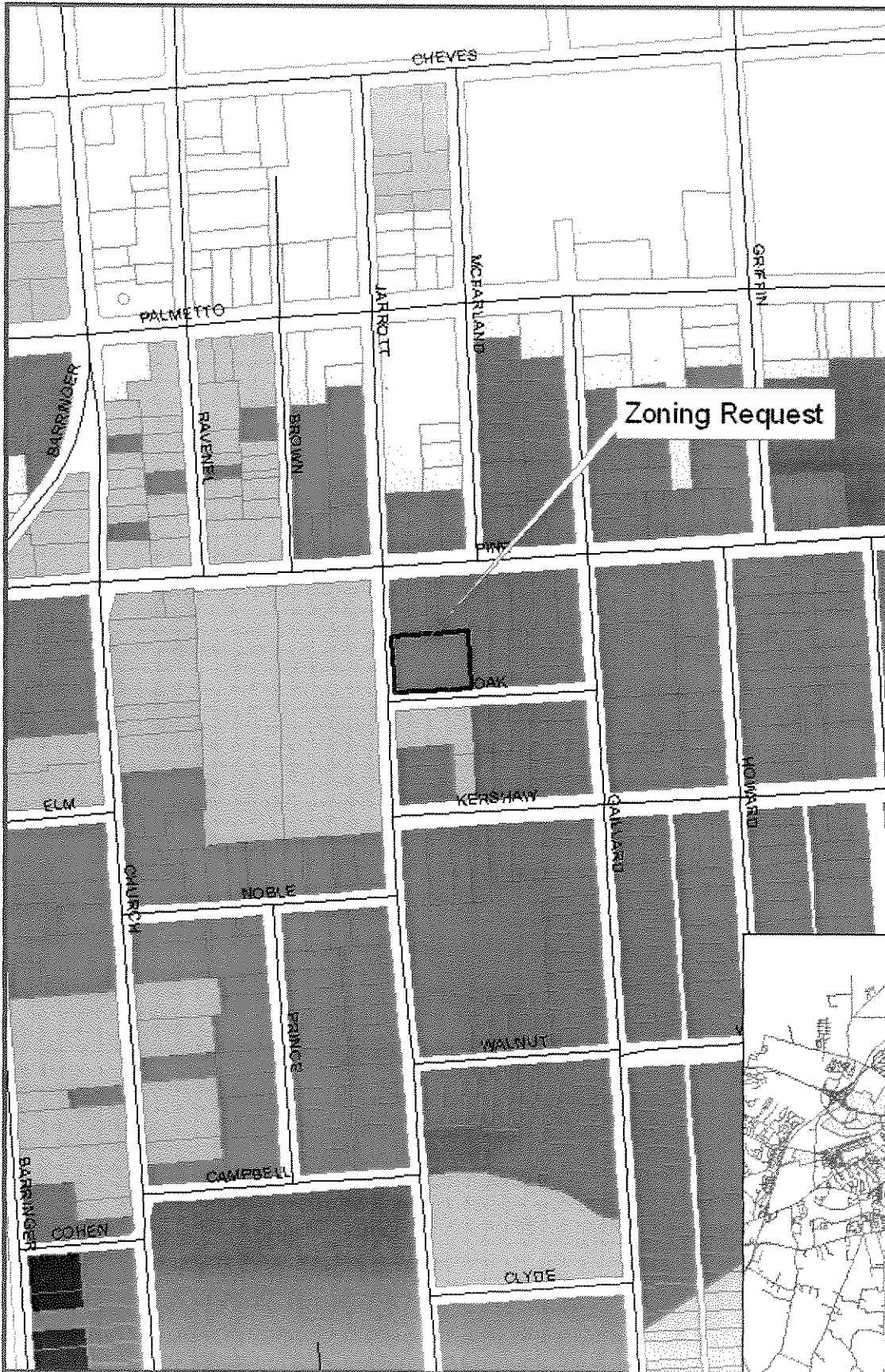


# ZONING MAP

## 410 Jarrott St.



Urban Planning &  
Development Department

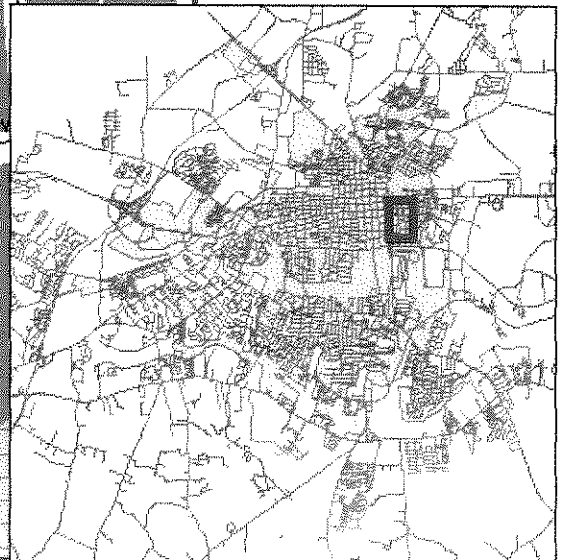


### Legend

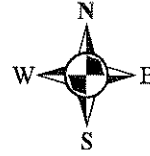
- 410 Jarrott
- Road Segment
- Parcels
- Zoning**
- ZONE CODE**
- B-1, LIMITED
- B-2, CONVENIENCE
- B-3 GENERAL
- B-4, CENTRAL
- B-5, OFFICE-LIGHT INDUSTRIAL
- B-6, INDUSTRIAL
- PD, PLANNED DEVELOPMENT
- R-1, SINGLE-FAMILY, LARGE LOTS
- R-2, SINGLE-FAMILY, MEDIUM LOTS
- R-3, SINGLE-FAMILY, SMALL LOTS
- R-4, MULTI-FAMILY, LIMITED
- R-5, MULTI-FAMILY
- RU-1, COMMUNITY
- RU-2, RESOURCE
- UNZONED

ORIGINAL PREPARATION  
This map was prepared by:  
City of Florence  
Urban Planning & Development Department

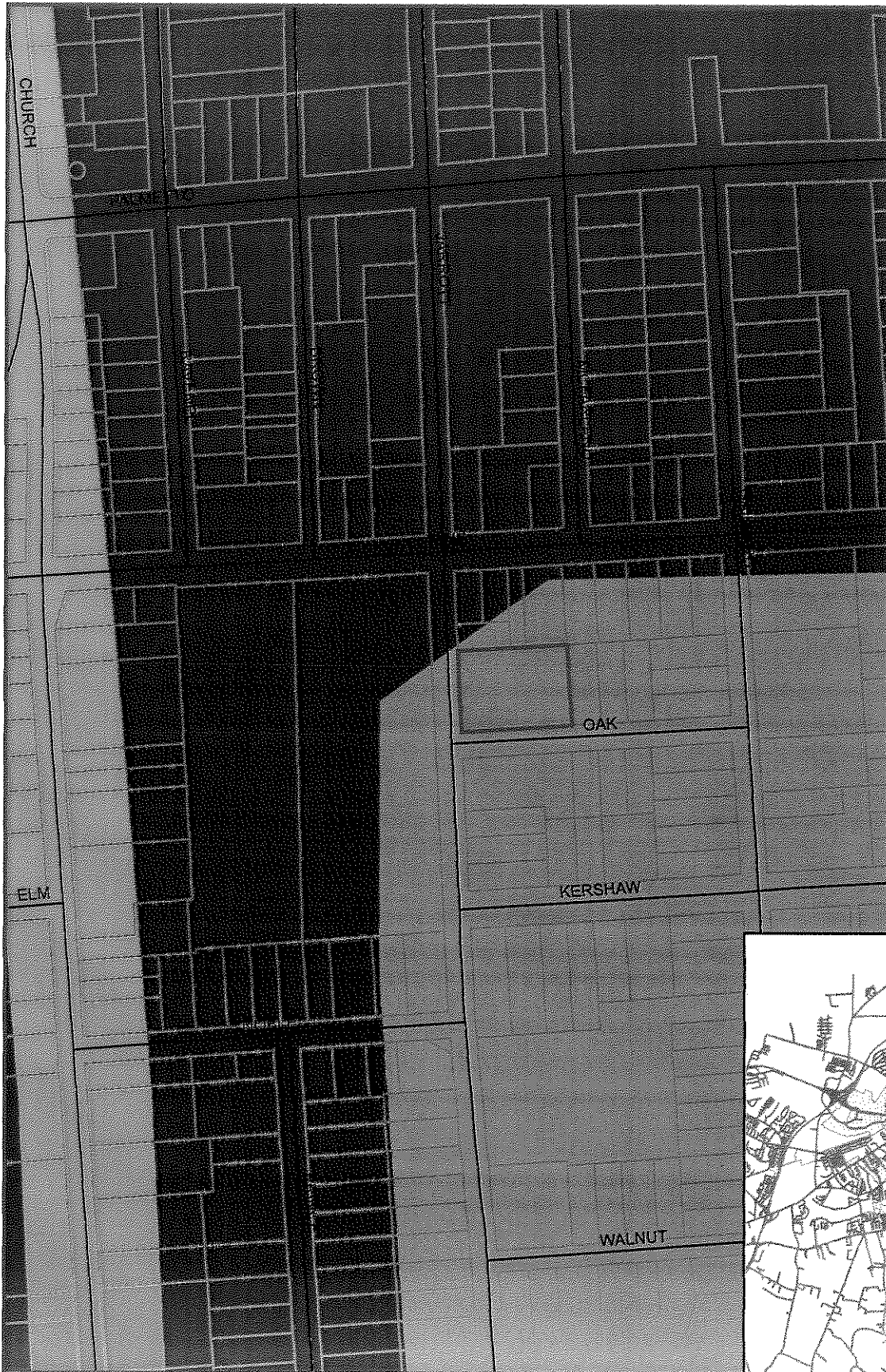
**DISCLAIMER:**  
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# Future Land Use



Urban Planning &  
Development Department



### Legend

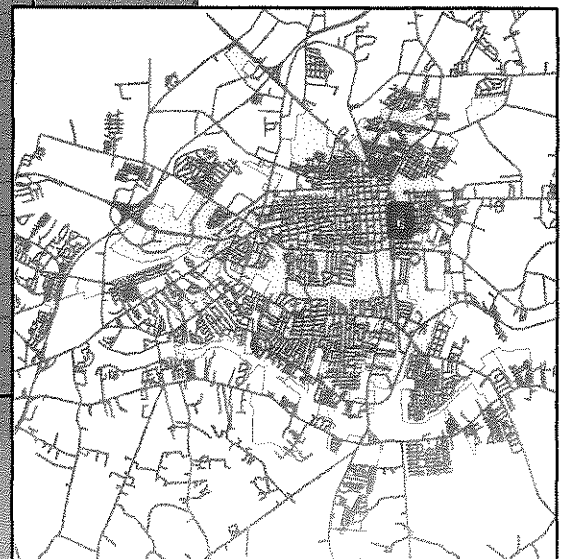
- 410 Jarrott
- RoadSegment
- Parcels
- Land\_Use\_Future\_Vismor**
- LUCCLASS**
- DVR
- EXR
- HEC
- HEN
- IB
- LEN
- NC
- OPN
- RCN
- RRL
- TRN

### ORIGINAL PREPARATION

This map was prepared by:  
City of Florence  
Urban Planning & Development Department

### DISCLAIMER:

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## ZONING PETITION STAFF CHECKLIST

### IDENTIFYING DATA

Name of Owner: Pee Dee Community Action

Address of Properties: 410 Jarrott St.

Tax Parcel Number(s): 90103-09-001

Date: November 10, 2010

### GENERAL BACKGROUND DATA

On 12/17/2009 a zoning compliance was issued for the interior upfit, exterior renovations, and rear addition to the existing structure at 410 Jarrott St. A zoning compliance was issued for a daycare on 9/15/2010 as a permitted land use in the R-4 zoning district. The applicant was not aware of the sign requirements and accepted a sign as a gift that exceeded the permissible 20sqf size in an R-4 District. Adjacent properties with a similar land use are zoned PDD. Their schedule of site requirements fall under B-3 zoning since there is no existing PDD paper work associated with the sites when the PDD was established. The existing land use within the PDD is the permissible land use. Adding 410 Jarrott St. to the shared PDD zoning district of the adjacent Housing Authority and Manna House PDD sites would affect only the site requirements at 410 Jarrott St. as presented on the site plan.

### DIMENSIONAL REQUIREMENTS

<u>Current Zoning</u>	<u>Proposed Zoning</u>
Lot Area: 6000ft	Proposed Lot Area: 6000ft
Lot Width: 50ft	Proposed Lot Width: 50ft
Front Setback: 25ft	Proposed Front Setback: 25ft
Side Yards: 5ft	Proposed Side Yards: 5ft
Rear Yards: 20ft	Proposed Rear Yards: 20ft
Max. Height: 38ft	Proposed Max. Height: 38ft
Open Space: 55%	Proposed Open Space: 55%
Parking: 1sp/200sqf	Proposed Parking: 1sp/200sqf

Comments: 6' iron fence around the perimeter. No encroachment into the visibility triangle.

# ZONING PETITION STAFF CHECKLIST

---

## MISCELLANEOUS PROVISIONS

Is any portion of the property in floodplain? No

Are there any known zoning violations on this site? No

If so, explain:

Tax records indicate the owner(s) as: Pee Dee Community Action

This application is submitted by:             the owner listed above  
    an agent for the owner  
    other

If agent or other, what documentation has been provided from owner or is none required?

## LAND USE PLAN CONFORMANCE

Is there any discrepancy between current or proposed zoning and the Land Use Plan? If so, what is the discrepancy?

No change in land use is proposed. The Comprehensive Plan designates the site for existing residential. The current and future use of the site does not conflict with the Future Land Use plan. The site is located adjacent to existing community oriented nonprofit organizations in EXR land use.

## ADDITIONAL CRITERIA FOR CONSIDERATION

1. What changes have, or are, occurring in the area to justify a change in zoning?  
The renovations and remodeling of the existing dwelling for daycare services is part of Pee Dee Community Action's agenda to assist residents in targeted urban areas. The request coincides with the re-development project and creates a signage plan for the site.

## ZONING PETITION STAFF CHECKLIST

---

2. What are adjacent properties zoned, and what are adjacent land uses?

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	R-4	Residential
Northeast	R-4	Residential
East	R-4	Residential
Southeast	PDD	Residential
South	PDD	Institutional
Southwest	PDD	Institutional
West	PDD	Institutional
Northwest	PDD	Institutional

3. What are development plans in the area – roads, schools, future commercial development, etc.?  
There are no immediate redevelopment plans that exist in and around the area.
4. Is there a reason the current land use cannot continue to be feasible as it now exists?  
No.
5. List some potential uses under existing zoning.  
The R-4 Residential zoning classification allows for single family and duplex dwellings along with civic and social support uses.
6. List some potential uses under proposed zoning.  
No change in land use would occur. The PDD would allow for only R-4 permitted uses and development standards.
7. Are any of these uses inappropriate for this location, and if so, why?  
No.
8. (a) What is applicant's stated reason for requesting zoning?  
The Amendment to PDD request is solely associated with the placement of signage that exceeds the maximum allowable in an R-4.

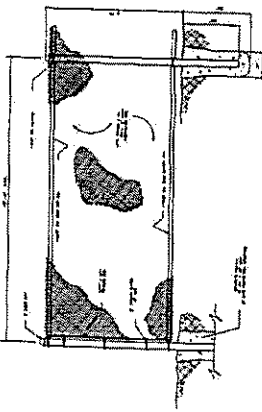
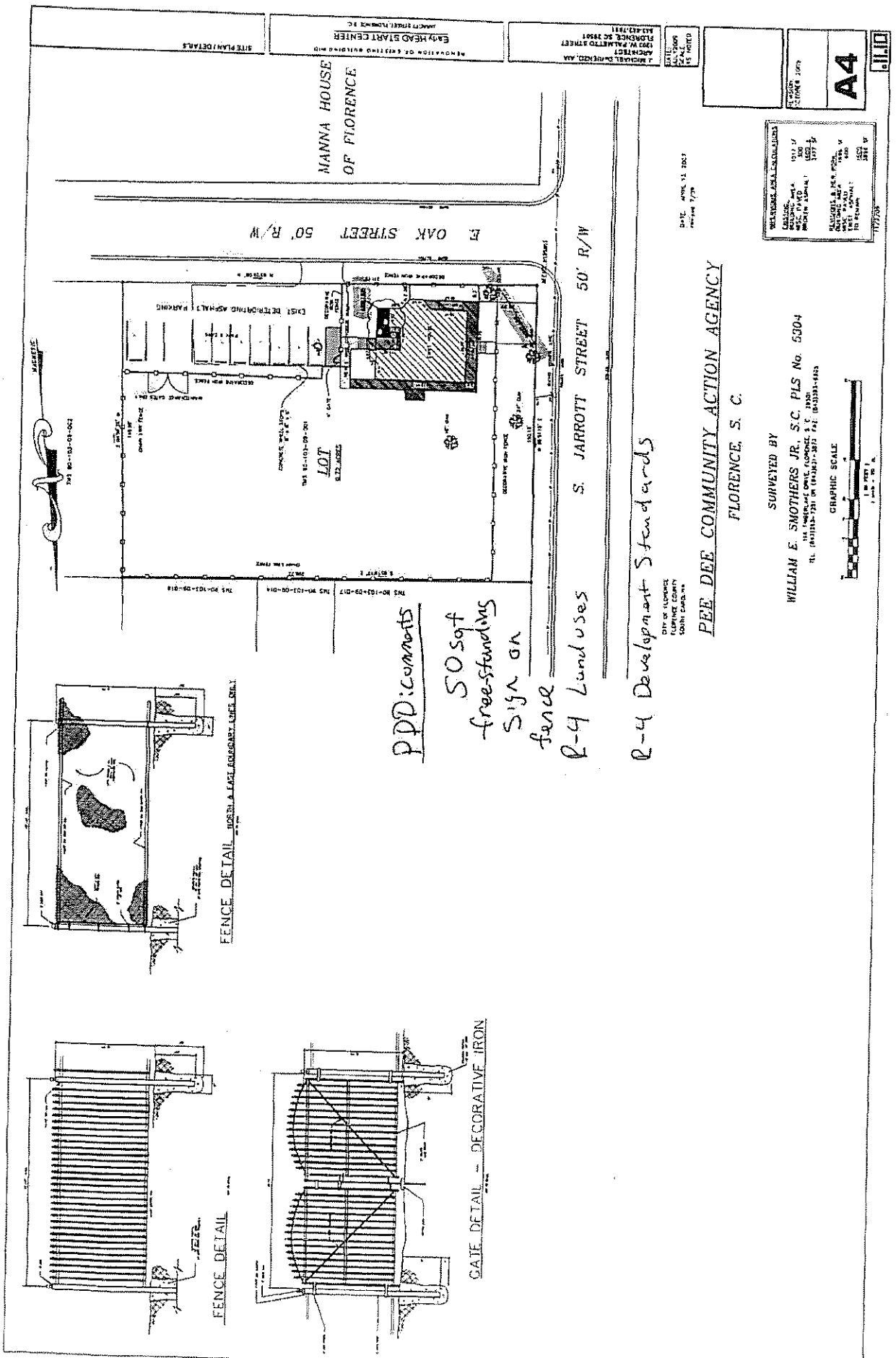
## ZONING PETITION STAFF CHECKLIST

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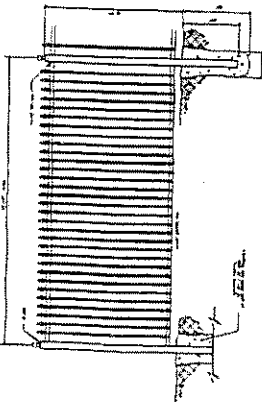
9. (a) What will be the benefits to the surrounding properties?  
There does not appear to be any detriment or benefit to surrounding properties if the PDD is approved.
- (b) What will be the detriments to the surrounding properties?  
NA
10. Is a traffic study required for this petition?  
No.
- If so, what are the recommendations of the study?  
NA
11. What does the purpose statement of the proposed zoning district say?  
The intent of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.
- Within the PD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment.
- In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.
12. Will this proposal meet the intent of the above purpose statement?  
Yes.

Resubmitted 12/16/04

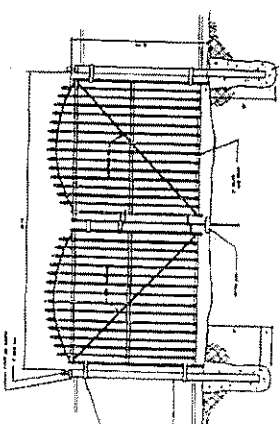
Final



FENCE DETAIL - BORN & LACE ROADSIDE LINES ONLY



FENCE DETAIL



GATE DETAIL - DECORATIVE IRON

PDD: comments  
 50 sqft  
 free-standing  
 sign on  
 fence  
 R-4 Landuses  
 R-4 Development Standards

DATE: APRIL 11, 2004  
 PROJECT: 7/04

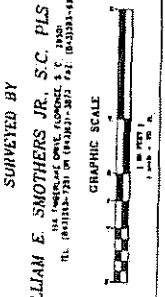
WILLIAM E. SMOTHERS JR., S.C. PLS No. 5304  
 114 N. HUNTER-LEWIS DRIVE, FLORENCE, S.C. 29501  
 TEL: (843) 651-7811 OR (843) 651-3873 FAX: (843) 651-6183

WILLIAM E. SMOTHERS JR., S.C. PLS No. 5304  
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 TEL: (843) 651-7811 OR (843) 651-3873 FAX: (843) 651-6183

DATE: APRIL 11, 2004  
 PROJECT: 7/04

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SURVEYED BY  
 WILLIAM E. SMOTHERS JR., S.C. PLS No. 5304  
 114 N. HUNTER-LEWIS DRIVE, FLORENCE, S.C. 29501  
 TEL: (843) 651-7811 OR (843) 651-3873 FAX: (843) 651-6183



GRAPHIC SCALE

1" = 20' 0"

A4

11/11/04



P A R T N E R S H I P



**Mack T. Hines**  
Jarroitt Street Early Head Start Center

10/29/2010



10/29/2010

ORDINANCE NO. 2011 \_\_\_\_\_

**AN ORDINANCE TO REZONE 410 JARROTT ST. OWNED BY PEE DEE COMMUNITY ACTION FROM R-4 TO PLAN DEVELOPMENT DISTRICT.**

**WHEREAS**, a Public Hearing was held in Room 603 of the City-County Complex on November 10, 2010 at 5:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, an application by Revered Mack Hines for Pee Dee Community Action, owner of 410 Jarrott St. was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be zoned into PDD with R-4 development and usage standards and 50 square foot signage plan.

**The property 410 Jarrott St. requesting zoning amendment is shown more specifically on Florence County Tax Map 90103, block 09, parcel 001.**

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

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

1. That an Ordinance is hereby adopted by amending the Zoning Atlas of the City of Florence of the aforesaid properties to PDD, Planned Development District
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 \_\_\_\_\_, 2011**



Ordinance No. 2011-\_\_\_\_\_

**Approved as to form:**

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

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

**Attest:**

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

FLORENCE CITY COUNCIL MEETING

VIII. d.  
Bill No. 2011-04  
First Reading

DATE: December 13, 2010

AGENDA ITEM: First Reading, Ordinance to amend the Zoning Ordinance

DEPARTMENT/DIVISION: Urban Planning & Development

**I. ISSUE UNDER CONSIDERATION**

An amendment to Article 7, General and Ancillary Regulations of the Zoning Ordinance relating to an Historic Preservation Ordinance.

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

1. An historic preservation ordinance for the City is currently nonexistent.

**III. POINTS TO CONSIDER**

1. The City seeks Certified Local Government (CLG) Status in order to qualify for federal historic preservation grants.
2. An historic preservation ordinance must be adopted in order for a city to become a CLG.
3. South Carolina currently has thirty CLGs (29 cities, 1 county).
4. Grant awards for eligible projects usually range from \$2,500 to \$25,000.

**IV. OPTIONS**


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

**IV. ATTACHMENTS**

1. Ordinance

---

Phillip M. Lookadoo, Director  
Urban Planning & Development



---

David N. Williams  
City Manager

**ORDINANCE NO. 2010-\_\_\_\_\_**

**AN ORDINANCE FOR PROPOSED TEXT AMENDMENT TO ARTICLE 7, GENERAL AND ANCILLARY REGULATIONS, OF THE ZONING ORDINANCE TO ADOPT THE MODEL HISTORIC PRESERVATION ORDINANCE RECOMMENDED BY THE STATE HISTORIC PRESERVATION OFFICE, ONE OF THE STEPS NECESSARY FOR THE CITY TO OBTAIN CERTIFIED LOCAL GOVERNMENT STATUS**

**WHEREAS**, the City seeks Certified Local Government (CLG) Status in order to qualify for federal historic preservation grants;

**WHEREAS**, an historic preservation ordinance must be adopted in order for a city to become a CLG and qualify for historic preservation grants;

**WHEREAS**, Section 6-29-870 of the South Carolina Code of Laws authorizes municipalities to establish by ordinance a historic preservation code administered as part of the its zoning laws and to establish a Board of Historical Review to administer the same; and

**WHEREAS**, we hereby find and conclude that the preservation and protection of historic districts, neighborhoods, sites, structures and areas is in the best interest of the citizens 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, that the following Historic Preservation Ordinance be, and the same is hereby, adopted and that the Zoning Atlas of the City of Florence shall include the ordinance as set out below.

**Section 7.11 Historic Preservation Ordinance**

**1. TITLE**

The title of this ordinance shall be the City of Florence Historic Preservation Ordinance.

**2. PURPOSE**

The purpose of this ordinance is:

- (1) to protect, preserve and enhance the distinctive architectural and cultural heritage of the City of Florence;
- (2) to promote the educational, cultural, economic and general welfare of the people of the City of Florence;

- (3) to foster civic pride;
- (4) to encourage harmonious, orderly and efficient growth and development of the City of Florence;
- (5) to strengthen the local economy; and
- (6) to improve property values.

It is the hope of the City of Florence that by encouraging a general harmony of style, form, proportion and material between buildings of historic design and those of contemporary design, the City's historic buildings and historic districts will continue to be a distinctive aspect of the City of Florence and will serve as visible reminders of the significant historical and cultural heritage of the City of Florence and State of South Carolina.

This ordinance is part of the zoning ordinance of the City of Florence and is enacted pursuant to the South Carolina Code of Laws, Sections 6-29-710 and Section 6-29-870 et sequitur.

### **3. DEFINITIONS**

#### **Alteration**

A change in the external architectural features of any historic structure or in the interior of any such structure if the interior feature is specifically included in the historic designation; a change in the landscape features of any historic site or place; or work having an adverse effect upon designated archaeological resources.

#### **Certificate of Historical Appropriateness**

Document issued by the Board of Historical Review, following a prescribed review procedure, certifying that the proposed actions by an applicant are found to be acceptable in terms of design criteria relating to the individual property or the historic district.

#### **Historic District**

An area designated by City Council, upon the recommendation of the Board of Historical Review, and pursuant to the provisions of this ordinance.

## **Historic Property**

Any place (including an archaeological site or the location of a significant historical event), building, structure, work of art, fixture or similar object that has been individually designated by City Council or designated as a contributing property within a historic district.

## **Public Space within a building**

Spaces designed for use by the public, such as auditoriums, court rooms, lobbies, entrance halls, etc. These spaces are usually gathering places as opposed to corridors for public use.

## **Substantial Hardship**

Hardship, caused by unusual and compelling circumstances, based on one or more of the following:

- a. the property cannot reasonably be maintained in the manner dictated by the ordinance,
- b. there are no other reasonable means of saving the property from deterioration, or collapse, or
- c. the property is owned by a nonprofit organization and it is not feasible financially or physically to achieve the charitable purposes of the organization while maintaining the property appropriately.

## **4. BOARD OF HISTORICAL REVIEW ESTABLISHED**

### **4.1 Creation**

To implement the provisions of this ordinance, there is hereby established a Board of Historical Review, hereinafter referred to as the Board, for the (use the relevant city/county name) consisting of five (5) members. Members shall be appointed by the Florence City Council giving consideration to the recommendation of the Board.

All members of the board shall have a demonstrated interest in historic preservation. If available in the community, the board should have at least one member who is qualified as:

1. a historian, knowledgeable in local history,
2. an architect, or if an architect is not available to serve, someone knowledgeable in building design and construction.

As required by S.C. Code Section 6-29-870(C), no members shall hold any other municipal office or hold any position in the city.

Members shall assume their duties at the first regular meeting after their appointment. Members shall serve without compensation except for reimbursement for authorized expenses attendant to the performance of their duties.

**4.3 Terms of Office.**

The term of office for each member shall be two years. Any person who has served as a member of the Board for three consecutive terms shall not be eligible for reappointment for at least one year. A term of less than one year shall not be counted in determining eligibility for reappointment. Membership shall be identified by place numbers 1 through 5. Terms of office for members in the odd-numbered places shall expire in odd numbered years; terms for even numbered members expire in even numbered years, provided, however, that each member shall serve until his successor is appointed and installed.

**4.4 Removal.**

Any member of the Board may be removed by the city council, for repeated failure to attend meetings of the Board or for any other cause deemed sufficient by the city council.

**4.5 Appointment to Fill a Vacancy.**

If any place on the Board becomes vacant due to resignation, removal, or for any reason, the city council shall appoint a replacement within 60 days for the remainder of the unexpired term.

**4.6 Conflicts of Interest.**

Any member of the board who has a personal or financial interest, either directly or indirectly, in any property which is the subject of, or affected by, a decision of the Board shall be disqualified from participating in the decision of the Board concerning the property.

**4.7 Liability of Members.**

Any member of the Board acting within powers granted by the ordinance shall be relieved from personal liability for any damage and held harmless by the City of Florence. Any suit brought against any member of the Board shall be defended by a legal representative furnished by the city until the termination of the proceedings.

## **SECTION 5. POWERS AND DUTIES**

The responsibility of the Board is to promote the purposes and objectives of this ordinance, to review and recommend to city council the designation of individual historic properties and historic districts, and to review plans and applications, as hereinafter provided, for all construction within historic districts and construction or demolition pertaining to or affecting duly designated historic properties. The Board shall have the power to approve, approve with modifications or deny approval for such applications in accordance with the prescribed procedures and guidelines.

## **SECTION 6. HISTORIC PROPERTY INVENTORY**

The Board shall maintain a local inventory of buildings, structures, objects, and sites more than fifty years old. These records shall be available to the public.

## **SECTION 7. DESIGNATION OF HISTORIC PROPERTIES**

### **7.1 Criteria for Historic Designation**

The Board shall review the local inventory and make recommendations for historic designation(s) to City Council based on the following criteria.

A property may be designated historic if it:

1. has significant inherent character, interest, or value as part of the development or heritage of the community, state, or nation; or
2. is the site of an event significant in history; or
3. is associated with a person or persons who contributed significantly to the culture and development of the community, state, or nation; or
4. exemplifies the cultural, political, economic, social, ethnic, or historic heritage of the community, state, or nation; or
5. individually, or as a collection of resources, embodies distinguishing characteristics of a type, style, period, or specimen in architecture or engineering; or
6. is the work of a designer whose work has influenced significantly the development of the community, state or nation; or
7. contains elements of design, detail, materials, or craftsmanship which represent a significant innovation; or

8. is part of or related to a square or other distinctive element of community planning; or
9. represents an established and familiar visual feature of the neighborhood or community; or
10. has yielded, or may be likely to yield, information important in pre-history or history.

## **7.2 Owner Notification**

Owners of properties proposed to be designated historic shall be notified in writing thirty days prior to consideration by City Council. Owners may appear before the City Council to voice approval or opposition to such designation.

## **7.3 Identification on City Zoning Map**

All locally designated historic properties and historic districts shall be clearly shown on the zoning map.

## **7.4 Opposition to Designation**

Any property owner may object to the decision by the City Council to designate his property as historic by filing suit against the City of Florence before the Courts of the State of South Carolina.

## **SECTION 8. JURISDICTION OF THE BOARD OF HISTORICAL REVIEW**

The jurisdiction of the Board, in general, is the city limits. The jurisdiction of the Board for the recommendation of properties to be designated historic is the City of Florence limits. The jurisdiction of the Board for the review of proposed alteration to exteriors of buildings, new construction, and demolition is the individual properties and areas that have been designated by the City Council as historic.

## **SECTION 9. NOMINATIONS TO THE NATIONAL REGISTER OF HISTORIC PLACES**

The Board may conduct first review and evaluation of all proposed nominations for the National Register of Historic Places for properties that are within its jurisdiction, prior to consideration by the State Board of Review. The Board may send their recommendations to the State Historic Preservation Office for consideration at the meeting of the State Board of Review. The Board shall not nominate properties directly to the National Register; only the State Board of Review shall have this final review authority unless expressly authorized by federal statute.



## **SECTION 10. CERTIFICATE OF HISTORICAL APPROPRIATENESS**

### **General**

A Certificate of Historical Appropriateness is required before a building permit can be issued for the demolition, new construction, exterior alteration, modification or addition to a designated historic property. Any building permit not issued in conformity with this ordinance shall be considered void.

Application for a Certificate of Historical Appropriateness must be signed by the owner or his authorized representative and the form must be signed by the chairman or vice-chairman of the Board stating its approval, denial, or approval with conditions and the reasons for the decision (See Article 2, Section 2.9-8).

### **10.1 Required Procedure**

An application for a Certificate of Historical Appropriateness shall be obtained from the Department of Urban Planning and Development, and when completed, filed with the appropriate administrative official as designated by the Board.

### **10.2 Time limits**

Applications for a Certificate of Historical Appropriateness shall be considered by the Board at its next regular meeting, provided they have been filed at least seven (7) calendar days before the regularly scheduled meeting of Board. If the Board fails to take action upon any application within 45 days after the complete application is received, the application shall be considered approved, except in cases where the Board has postponed an application to demolish a structure under the provisions contained in this ordinance.

### **10.3 Board Action on Application**

The Board shall review the application, using the design guidelines appearing in Section 11 of this ordinance to make findings of fact to decide whether or not the applicant's plans are appropriate. The decision of the Board, along with the reasons for each decision, will be recorded in the minutes and will be available upon request as a public reference for preservation procedures.

### **10.4 Contents of Application**

The Board shall, in its Rules of Procedure, require such data and information as is reasonable and necessary to determine the nature of the application. An application shall not be considered complete until the required data has been submitted.

### **10.5 Notification of Affected Property Owners**

Prior to the issuance of an approval or denial of a Certificate of Historical Appropriateness, the Board shall inform the owners of any property likely to be materially affected by the application, and shall give the applicant and such owners an opportunity to be heard.

### **10.6 Submission of a new Application**

If the Board determines that a Certificate of Historical Appropriateness should be denied, a new application affecting the same property may be submitted only if substantial change is made in the plans for the proposed work.

### **10.7 Maintenance, Repair, and Interior Projects**

Nothing in this document shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature of structures designated as historic when that repair does not involve a change in design, material, color, or outer appearance of the structure. The Board shall not consider the interior arrangements or alterations to the interior of a building unless the interior of a public building or the public space of a private building is specifically described and designated as historic. The Board may authorize a staff member to approve minor projects involving repairs and ordinary maintenance that do not alter design, materials, color or the outer appearance of a structure or interior projects not subject to design review.

### **10.8 Fines and Penalties**

The system of fines applied by the City of Florence for violations of the zoning ordinance as found in Section 8 thereof will apply to violations of hereof.

### **10.9 Substantial Hardship**

In the event a Certificate of Historical Appropriateness is denied, the property owner may apply for an exemption based on the substantial hardship of maintaining the property according to the design guidelines for historic properties. Substantial hardship is to be considered by the Board where one or more of the following unusual and compelling circumstances exist:

- a. the property cannot reasonably be maintained in the manner dictated by the ordinance,
- b. there are no other reasonable means of saving the property from deterioration, or collapse, or

- c. the property is owned by a nonprofit organization and it is not feasible financially or physically to achieve the charitable purposes of the organization while maintaining the property appropriately.

The owner may be required to submit documents to show that he cannot comply with the design guidelines and earn a reasonable rate of return on his investment in the property. Information required may include:

1. costs of the proposed development with and without modification needed to comply with the design guidelines as determined by the Board,
2. structural report and/or a feasibility report,
3. market value of the property in its present condition and after completion of the proposed project,
4. cost of the property, date purchased, relationship, if any, between seller and buyer, terms of financing,
5. for the past two years, annual gross income from the property with operating and maintenance expenses, depreciation, and annual cash flow before and after debt service during that time, and
6. other information considered necessary by the Board to determine whether or not the property may yield a reasonable return.

## **10.10 Demolition**

If the Board denies, or postpones for 180 days, a request to demolish a historic building, the Board shall work closely with the owner to find an appropriate use for the property, to help find a buyer or to obtain funding for rehabilitation, including low interest loans or grants. The Board shall inform the community concerning the threat to the building, its value as part of the fabric of the community and, through publicity and contacts with civic groups, seek to provide assistance in preserving the property.

## **SECTION 11. DESIGN GUIDELINES**

### **11.1 Intent**

It is the intent of this ordinance to ensure, insofar as possible, that properties designated as historic shall be in harmony with the architectural and historical character of the City of Florence. In granting a Certificate of Appropriateness, the Board shall take into account the architectural and historical significance of the structure under consideration and the exterior form and appearance of any proposed additions or modifications to that structure as well as the effect of such change or additions upon other structures in the vicinity.

## **11.2 The Secretary of the Interior's Standards for Rehabilitation**

When considering an application for a Certificate of Historical Appropriateness for new construction, alteration, repair, or restoration, the Board shall use the Secretary of the Interior's Standards for Rehabilitation as guidelines in making its decisions. In addition, the Board may adopt more specific guidelines for local historic districts and local historic buildings. These guidelines serve as the basis for determining the approval, approval with modifications, or denial of an application.

The Secretary's Standards for Rehabilitation are:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other buildings, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**SECTION 12. APPEALS**

Any person may appeal a decision of the Board to the Courts of South Carolina pursuant to the South Carolina Code of Laws, Section 6-29-900 et seq.

That this Ordinance shall become effective seven days after 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 \_\_\_\_\_, 2010**

**Approved as to form:**

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

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

**Attest:**

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

**FLORENCE CITY COUNCIL MEETING**

**IX. a.  
Resolution  
No. 2010-13**

**DATE:** December 13, 2010

**AGENDA ITEM:** RESOLUTION

**DEPARTMENT/DIVISION:** City Council

**ISSUE UNDER CONSIDERATION:** A Request to recognize the first Saturday in November as "South Carolina Pecan Festival Day".

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO DESIGNATE THE FIRST SATURDAY IN  
NOVEMBER EACH YEAR AS SOUTH CAROLINA PECAN FESTIVAL DAY.  
IN RECOGNITION OF THE ANNUAL SUCCESS OF THE  
SOUTH CAROLINA PECAN FESTIVAL**

- WHEREAS,** Pat Gibson-Hye and Jeanne Downing, together shall be acknowledged for originating the concept of an annual Pecan Festival in Florence; and
- WHEREAS,** Pat and Jeanne requested that the Florence Downtown Development Corporation take ownership of the Festival to ensure its long term success; and
- WHEREAS,** The Pecan Festival was awarded the Outstanding Promotional Event for the State of South Carolina by the Municipal Association in 2005; and
- WHEREAS,** The South Carolina Pecan Festival has brought our diverse Citizenship together in Downtown Florence to enjoy free children's activities and free entertainment along with over 250 food, arts and crafts vendors who help generate hospitality and tax revenue to the City of Florence; and
- WHEREAS,** Attendance at the South Carolina Pecan Festival has exceeded an estimated 50,000 people from all over the state of South Carolina; and
- WHEREAS,** The South Carolina Pecan Festival has enjoyed growing success over the course of the seven years since its formation, and has expanded to include the Pee Dee Blues Bash; and
- WHEREAS,** The Florence business community has consistently been generous financial sponsors of the South Carolina Pecan Festival allowing the general public to enjoy free entertainment and a free children's area; and
- WHEREAS,** The South Carolina Pecan Festival annually brings over 50,000 people to the City of Florence downtown area for food, fun and fellowship; and
- WHEREAS,** The City of Florence and the Florence Downtown Development Corporation host the annual festival, with over 100 City of Florence employees and a multitude of volunteers taking part in making the festival an outstanding success; and
- WHEREAS,** It is fitting that we honor the achievements and success of the South Carolina Pecan Festival, through the Florence Downtown Development Corporation, for improving the quality of life for families in Florence and the entire Pee Dee.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED** that the first Saturday in November, is hereby recognized as "South Carolina Pecan Festival Day" for all of the successes witnessed by all who attend this annual event.

**BE IT FURTHER RESOLVED** that the Florence City Council encourages our citizens to recognize the South Carolina Pecan Festival, through the Florence Downtown Development Corporation, for their outstanding efforts in making this such a successful event for our downtown and our community.

**RESOLVED THIS 13th DAY OF December, 2010.**

**APPROVED AS TO FORM:**

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

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

**ATTEST:**

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

**IX. b.  
Resolution  
No. 2010-14**

FLORENCE CITY COUNCIL MEETING

DATE: December 3, 2010

AGENDA ITEM: RESOLUTION

DEPARTMENT/DIVISION: Public Works & Utilities

ISSUE UNDER CONSIDERATION: A request to proclaim December 3, 2010 as Arbor Day in the City of Florence.


CURRENT STATUS/PREVIOUS ACTION TAKEN:


1. City Council has previously designated the first Friday in the month of December each year as Arbor Day in the City of Florence.
2. In order for the City of Florence to be eligible for the Tree City USA award, the National Arbor Day Foundation requires that the City sponsor an Arbor Day celebration.
3. The City of Florence has been recognized by the National Arbor Day Foundation as a Tree City USA for 30 consecutive years.

STAFF RECOMMENDATION:

City staff recommends that City Council proclaim December 3, 2010 as Arbor Day in the City of Florence.

NOTES:

  
\_\_\_\_\_  
Andrew H. Griffin  
Director of Public Works & Utilities

  
\_\_\_\_\_  
David N. Williams  
City Manager



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

RESOLUTION NO. 2010-\_\_\_\_\_  
RESOLUTION OF THE CITY COUNCIL OF 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 desires to continue its tree – planting ways.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Florence, South Carolina, hereby declares December 3, 2010 as

## Arbor Day

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

**AND IT IS SO RESOLVED**, this 13<sup>th</sup> day of December, 2010

Adopted this \_\_\_\_\_ day of December, 2010.

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

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

ATTEST:

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

**X. a.**  
**Audited Financial**  
**Statements**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** November 8, 2010  
**AGENDA ITEM:** Presentation of Audited Financial Statements  
**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

Presentation of the City of Florence, SC Comprehensive Annual Financial Report and audited financial statements by the independent certified public accounting firm of WebsterRogers LLP.

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

Pursuant to state law the City of Florence contracts with an independent firm of certified public accountants to annually audit and certify the financial records and transactions of the City using generally accepted accounting standards.

**III. POINTS TO CONSIDER**

The accounting firm WebsterRogers LLP has completed its audit of the City's financial statements for the year ending June 30, 2010. Mr. Bud Addison of the firm will present the report and will distribute copies of the completed audit report to members of Council at the meeting.



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Thomas W. Chandler  
Finance Director



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David N. Williams  
City Manager

**X. b.**  
**Annual Progress Report**  
**Floodplain Mgmt.**

FLORENCE CITY COUNCIL MEETING

**DATE:** December 13, 2010  
**AGENDA ITEM:** Report to Council  
**DEPARTMENT/DIVISION:** Urban Planning & Development  
**ISSUE UNDER CONSIDERATION:** Annual Progress Report on Floodplain Management and Community Rating System

**CURRENT STATUS/PREVIOUS ACTION TAKEN:**

1. This report is an annual requirement of participation in the National Flood Insurance Community Rating System program.
2. The City of Florence, effective October 1, 2010, improved to a Class 7 rating in the CRS program. Residents are now entitled to a 15% reduction of flood insurance premiums.

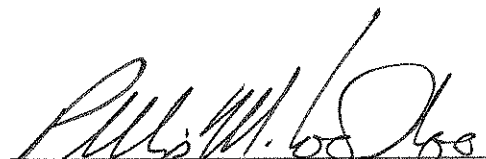
**POINTS TO CONSIDER:**

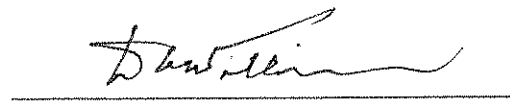
1. The Annual Report provides progress information on the activities undertaken as part of the CRS program.

**PERSONAL NOTES:**

**STAFF RECOMMENDATIONS/COMMENTS:**

This report is being provided for information as required by the Community Rating System.

  
Phillip M. Lookadoo, Director  
Urban Planning and Development

  
David N. Williams  
City Manager



To: City Council

From: Paul Thebo, CFM  
Urban Planning & Development

Date: October 20, 2010

### Floodplain Management Annual Progress Report

This report is given credit under the National Flood Insurance (NFIP) Program Community Rating System for distribution to the local governing body, local media and the South Carolina Department of Natural Resources Flood Mitigation office.

#### Background

The Pee Dee Regional Hazard Mitigation Plan was adopted by City Council by Resolution 2005-11 on November 14, 2005. Communities are required by the Disaster Mitigation Act of 2000 to have an approved Hazard Mitigation Plan to be eligible for future hazard mitigation funding.

The plan identified flooding as one of the highest risk factors for certain areas within the city limits. The City of Florence continues to improve and enforce floodplain management activities within the city limits.

#### 1. Community Rating System Update

- a. City of Florence improved to a Class 7 in the CRS program effective October 1, 2010. This means an additional 5% off issued or renewed flood insurance premiums for NFIP policies in Special Flood Hazard Areas.
- b. 15% is the total reduction in premium costs to city residents as a Class 7 community.
- c. CRS activities include public awareness, staff training, credits for improved regulations which encourage less impact on floodplains, preservation of floodplains as natural resources and additional resources such as computer mapping and aerial maps which assist in floodplain management.
- d. Currently, there are approximately 121 active flood insurance policies inside the city with a total of \$3,044 savings in annual premiums.

2. Stormwater Management

- a. The Zoning Ordinance assists in protecting waterways so they can continue to provide their natural functions as floodplains, as well as preserving green open space.
- b. Low Impact Developments are encouraged. Best Management Practices BMPs reduce the amount of stormwater run-off which would eventually drain into the city's storm water system. These techniques take advantage of the natural landscape to manage stormwater. This objective helps to reduce flooding problems during periods of heavy rainfall.
- c. Storm water improvement projects such as the SWIM project on Pye Branch where the stream and surrounding properties have been cleared of debris, now increasing the ability of the floodplain to handle flooding events with less impact on surrounding residential areas.
- d. Storm water management staff continues to maintain ditches and streams on a regular basis, so they can carry water unimpeded by debris and blockages.

3. Urban Planning and Development

- a. Floodplain Development permits are required for any activities within mapped FEMA floodplains. Staff monitors development activities to ensure that regulations are enforced.
- b. Elevation Certificates are required for new construction as well as any improvements to existing structures located in the Special Flood Hazard Areas shown on FEMA maps.
- c. The city's Geographical Information System (GIS) software is a vital tool in indentifying properties located in or near floodplains. Digital versions of the FEMA floodmaps are critical in administration of the NFIP and maintaining natural resource protection.
- d. The city currently has three Certified Floodplain Managers on staff with further training for additional staff scheduled for 2011.



**FEMA**

OCT 12 2010

David N. Williams  
Florence City Manager  
City County Complex, Drawer AA  
Florence, South Carolina 29501

Dear Mr. Williams:

Congratulations! The Department of Homeland Security, Federal Emergency Management Agency (FEMA), has determined that your community will increase to a Class 7 in the National Flood Insurance Program (NFIP) Community Rating System (CRS). The floodplain management activities implemented by your community qualifies it for a 15 percent discount in the premium cost of flood insurance for NFIP policies issued or renewed in Special Flood Hazard Areas on or after October 1, 2010. This increase is based on a field verification of your five-year cycle CRS application. I am enclosing the field verification report showing the results of your application review for your records.

Please note Preferred Risk Policies, applicable in Zones B, C, and X, on your community's NFIP Flood Insurance Rate Map are not eligible for the CRS discount. Standard rated flood insurance policies in Zones B, C, X, D, AR, and A99 are limited to a CRS discount of ten percent in Class 1-6 communities and five percent in Class 7-9 communities. The rates for these zones already reflect significant premium reductions.

If there are no NFIP noncompliance actions, the CRS rating for your community will automatically be renewed annually and a notification letter will not be sent to your community. This renewal will occur as long as your community continues to implement the CRS activities you certify each October. If no additional modifications or new CRS activities are added, the next verification visit for your community will be in accordance with its established five-year cycle or three-year cycle for CRS Class 5 or better communities. In the interim, FEMA will periodically send the *NFIP/CRS Update* Newsletter and other notices to your CRS Coordinator to keep your community informed.

I commend you on your community actions and your determination to lead your community to be more disaster resistant. This commitment enhances public safety, property protection, and protects the natural functions of floodplains, and reduces flood insurance premiums.

If you have any questions or need additional information, please contact the FEMA Region IV Office, CRS Coordinator, Janice Mitchell, by telephone at (770) 220-5441.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra K. Knight".

Sandra K. Knight, PhD, PE  
Deputy Federal Insurance and  
Mitigation Administrator, Mitigation

Enclosure

cc: Liz Shaw, CFM, CRS Coordinator



COMMUNITY  
RATING  
SYSTEM

VERIFICATION  
REPORT

---

City of Florence, SC

Verified Class 7

NFIP Number: 450078

Modification

Date of Verification Visit: June 3, 2009

This Verification Report is provided to explain the recommendations of Insurance Services Office, Inc. (ISO) to DHS/FEMA concerning credits under the Community Rating System (CRS) for the above named community.

A total of 875 credit points are verified for this modification. Along with the 805 points previously verified, the community now has a total of 1680 credit points. This modification results in a recommendation that the community improve from a CRS Class 8 to a CRS Class 7. The community has met the Class 7 prerequisite with a Building Code Effectiveness Grading Schedule (BCEGS) Classification of 4/4. The following is a summary of our findings based on the submitted modification with the total modified points noted in parenthesis:

**Activity 310 – Elevation Certificates:** The Building Department maintains elevation certificates for new and substantially improved buildings. Copies of elevation certificates are made available upon request. (56 points)

**Activity 320 – Map Information Service:** Credit is provided for providing inquirers with flood zone information from the community's latest Flood Insurance Rate Map (FIRM), publicizing the service annually and maintaining records. (140 points)

**Activity 330 – Outreach Projects:** A community brochure is mailed to all properties in the community on an annual basis, and an outreach brochure is mailed annually to all properties in the community's Special Flood Hazard Area (SFHA). The community also provides flood information at city hall and various community functions. (185 points)

**Activity 340 – Hazard Disclosure:** Credit is provided for regulations requiring disclosure of flood hazards. (5 points)

**Activity 350 – Flood Protection Information:** Documents relating to floodplain management are available in the reference section of the Florence County Public Library. Credit is also provided for floodplain information displayed on the community's website. (58 points)

**Activity 410 – Additional Flood Data:** This activity has been modified adding credit for a cooperating technical partnership agreement with FEMA. (11 points)

**Activity 420 – Open Space Preservation:** This activity has been modified adding credit for preserving approximately 701 acres in the SFHA as open space. Credit is also provided for open space land that is preserved in a natural state. (486 points)

**Activity 430 – Higher Regulatory Standards:** Credit is provided for enforcing regulations that require freeboard for new construction and substantial improvement and certification as a floodplain manager. **This activity has been modified adding credit for state mandated regulatory standards, land development criteria and for enforcing the South Carolina Building Code. Credit is also provided for a Building Code Effectiveness Grading Schedule (BCEGS) Classification of 4/4.** (242 points)

**Activity 440 – Flood Data Maintenance:** This activity has been modified adding credit for maintaining and using digitized maps in the day to day management of the floodplain. (110 points)

**Activity 450 – Stormwater Management:** This activity has been modified adding credit for enforcing regulations for soil and erosion control and water quality. (43 points)

**Activity 510 – Floodplain Management Planning:** Based on the updates made to the NFIP Report of Repetitive Losses as of May 30, 2006, the City of Florence has 0 repetitive loss properties and is a Category A community for CRS purposes. All requirements for the 2006 cycle have been met. Credit is provided for the adoption and implementation of the Floodplain Management Plan. Since the City of Florence is a Category A community with an approved Floodplain Management Plan, a progress report must be submitted on an annual basis. (61 points)

**Activity 540 – Drainage System Maintenance:** Portions of the community's drainage system are inspected regularly throughout the year and maintenance is performed as needed by the City of Florence Public Works Department. Records are being maintained for both inspections and required maintenance. In addition, credit is provided for the enforcement of regulations prohibiting dumping in the drainage system. (243 points)

**Activity 630 – Dam Safety:** All South Carolina communities currently receive CRS credit for the state's dam safety program. (40 points)



City of Florence, SC  
NFIP #: 450078

Page 3

Attached is the Community Calculations Worksheet that lists the verified credit points for the Community Rating System.

**CEO Name / Address:**

David N. Williams  
City Manager  
218 South Evans Street  
Florence, South Carolina 29501

**CRS Coordinator Name / Address:**

Liz Shaw  
CRS Coordinator  
180 North Irby Street  
Florence, South Carolina 29501  
(843) 665-2047

Date Report Prepared: June 2, 2010

Community : City of Florence, SC

NFIP Number : 450078

**720m COMMUNITY CREDIT CALCULATIONS (Modification) :**

**CALCULATION SECTION :**

Verified Activity Calculations

	Previous Score		Modified Score		Current Credit		Activity Total
c310	56	c310		c310	56		56
c320	140	c320		c320	140		140
c330	185	c330		c330	185		185
c340	5	c340		c340	5		5
c350	58	c350		c350	58		58
c360		c360		c360			
c410		c410	10	c410	10	x CGA 1.07 =	11
c420	225	c420	454	c420	454	x CGA 1.07 =	486
c430	77	c430	226	c430	226	x CGA 1.07 =	242
c440	81	c440	103	c440	103	x CGA 1.07 =	110
c450		c450	40	c450	40	x CGA 1.07 =	43
c510	61	c510		c510	61		61
c520		c520		c520			
c530		c530		c530			
c540	243	c540		c540	243		243
c610		c610		c610			
c620		c620		c620			
c630	57	c630	40	c630	40		40

**722 Community Classification Calculation:**

cT = total of above

cT = 1680

Community Classification (from Appendix C):

Class = 7

**CEO Name/Address:**

David N. Williams  
City Manager  
218 South Evans Street  
Florence, South Carolina 29501

**CRS Coordinator Name/Address:**

Liz Shaw  
CRS Coordinator  
180 North Irby Street  
Florence, South Carolina 29501  
(843) 665-2047

Date Report Prepared: June 2, 2010

AW-720

**FLORENCE CITY COUNCIL**

**DATE:** December 13, 2010

**AGENDA ITEM:** Report to Council

**DEPARTMENT/DIVISION:** City Council/City Manager

**ISSUE UNDER CONSIDERATION:** To review the procedures for appointments to Boards and Commissions.

MEMORANDUM TO: Mayor and Members of City Council

FROM: City Manager, David N. Williams

DATE: December 9, 2010

SUBJECT: Procedures for Appointments to Boards and Commissions

Pursuant to the terms of Ordinance No. 2010-28 (attached), the following procedure will be used by members of Council to notify the full Council of their selection(s) for nomination to fill vacancies on City boards and commissions:

1. When a vacancy occurs on a board or commission, the Municipal Clerk will provide the appropriate member of Council a yellow nomination sheet, along with copies of any applications received for that vacant seat. The Council member will then notify the Municipal Clerk of his/her selection for nomination by returning the yellow nomination sheet, insuring that the Clerk also has a copy of the application sheet for that nominee.
2. The Municipal Clerk will distribute to the full Council a copy of the yellow nomination form, along with a copy of the application sheet, for that nominee. Council members will have approximately 30 days to review the selection of the nominating Council member before the appointment is considered at the next regular Council meeting. The Municipal Clerk will coordinate the scheduling for this procedure as it relates to each board or commission vacancy.
3. Council members with pending nominations will also receive from the Municipal Clerk copies of application sheets from any citizens interested in being nominated for a vacant seat. This would include any notifications received from incumbent board or commission members as to the members' desire whether or not to be re-appointed for a subsequent term.
4. After the 30-day review period, the full Council will vote on the nominations as presented on the Council meeting agenda. The successful appointee will begin his/her service on the appropriate board or commission at the beginning of the term or upon appointment, whichever occurs later.
5. Upon appointment by City Council, appointees will be notified by the City Manager's Office and provided with specific information about the board or commission to which they have been appointed. Orientation for new appointees will be held as soon as practical following their appointments and will be conducted by the City Manager.

**ORDINANCE NO. 2010-28**

**AN ORDINANCE TO AMEND SECTION 2-40 OF THE CITY CODE IN ORDER TO PUT INTO PLACE A CLEAR AND CONCISE STATEMENT REGARDING THE QUALIFICATIONS AND STANDARDS OF CONDUCT FOR INDIVIDUALS APPOINTED TO BOARDS AND COMMISSIONS OF THE CITY AND TO CHANGE AND FORMALIZE THE SELECTION PROCESS FOR SUCH BOARDS AND COMMISSIONS.**

**WHEREAS**, it is the desire of Council to amend the ordinance which governs the Boards and Commissions in order change and clarify the qualifications for service on the Boards and Commissions, the standards of conduct for such service, and the method to be used by City Council in making appointments to the Boards and Commissions;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Florence, at a meeting duly assembled and by the authority thereof, as follows:

1. Section 2-40 of the City Code is hereby amended to read in its entirety as follows:

**Sec. 2-40. Qualifications, Standards of Conduct and Selection of Members.**

The following rules and regulations shall govern the qualifications, conduct and selection of members appointed to the regulatory and advisory boards and commissions of the city, except as specifically provided in other sections of this code or in applicable state statutes:

(1) All boards or commissions shall be composed of the specific number of members as designated by city council or by state law. Each member shall be either a resident of the city, a representative of a business or other organization located or operating within the city, or a non resident having professional qualifications which are required for a position and, in the council's opinion, there are no acceptable and qualified residents to fill the vacancy. Members of the boards and commissions shall be appointed in consideration of their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. Membership shall represent a broad cross section of the interests and concerns of persons residing and doing business within the city. At all times, the majority of the members of any board or commission shall be residents of the city unless otherwise specifically provided by statute.

(2) In selecting members of boards and commissions, city council shall follow the following nomination and election process:

(a) A nomination rotation shall be established for each board or commission in which each member of city council shall be assigned the exclusive right to nominate the person to fill the next available seat on the respective board or commission, the rotation on all boards or commissions to be set out in a spreadsheet prepared by the city manager and followed until such time as this ordinance is amended.

(b) Whenever it is time to select a member of any board or commission, the city council member assigned the nomination under the spreadsheet shall make the nomination, and city council shall vote on the nominee. If the nominee receives the approval of a majority, said nominee shall be appointed. If the nominee does not receive the approval of a majority, then the same city council member assigned the nomination under the spreadsheet shall make another nomination. This same process will continue until a nominee of the city council member assigned the nomination receives approval of a majority.

(3) It shall be the responsibility of the city manager to keep city council informed of vacancies on the boards and commissions and to keep records concerning the current status of the nominations spreadsheet referenced above. The current spreadsheet shall be a public record available upon request.

(4) No member of the immediate family of any member of the city council shall be appointed to a city board or commission.

(5) Except when otherwise required by statute or ordinance, fifty (50) per cent or more of all members of city boards and commissions shall be members whose businesses or professions are not related directly to the affairs conducted by the board

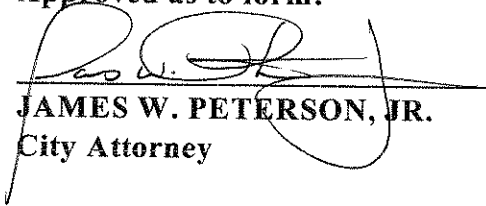
or commission to which such persons are appointed.

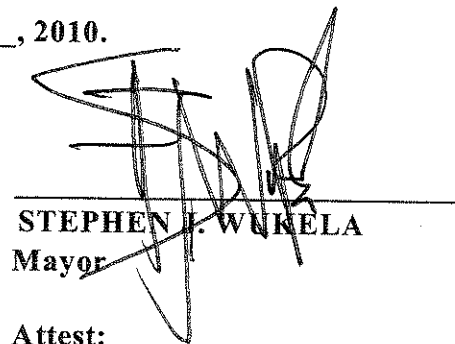
(6) All positions on all boards and commissions, when up for selection for any reason, shall be advertised by the office of the city manager for at least ten (10) days. When applications are received by the office of the city manager from members of the public, the city manager will inform all members of council of all applications.

2. This ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence.

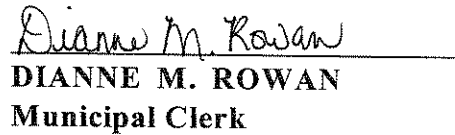
ADOPTED THIS 8th DAY OF November, 2010.

Approved as to form:

  
JAMES W. PETERSON, JR.  
City Attorney

  
STEPHEN J. WUKELA  
Mayor

Attest:

  
DIANNE M. ROWAN  
Municipal Clerk

APPROVED ON FIRST READING AT A  
MEETING OF FLORENCE CITY COUNCIL  
DATE 10-18-2010  
ADOPTED ON SECOND READING  
DATE 11-8-2010 3  
COPY TO \_\_\_\_\_  
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