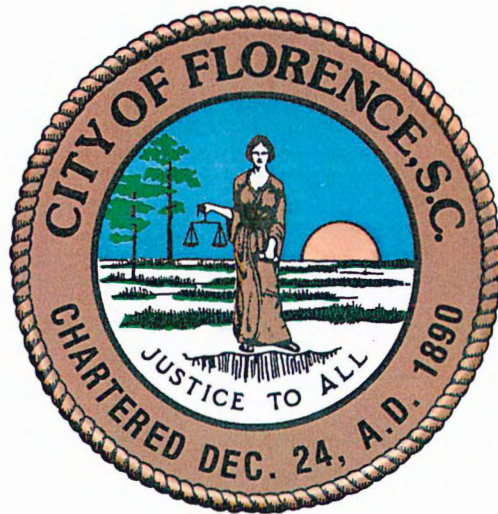


SPECIAL MEETING
OF
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS
324 W. EVANS STREET
FLORENCE, SOUTH CAROLINA

TUESDAY
SEPTEMBER 29, 2020
3:00 P.M.



**SPECIAL MEETING OF FLORENCE CITY COUNCIL
TUESDAY, SEPTEMBER 29, 2020 – 3:00PM
CITY CENTER – COUNCIL CHAMBERS
324 WEST EVANS STREET
FLORENCE, SOUTH CAROLINA**

This meeting will be conducted through Zoom Video Conferencing.

I. CALL TO ORDER

II. INVOCATION

Pledge of Allegiance to the American Flag

III. ORDINANCES IN POSITION

a. Bill No. 2020 - 34

An ordinance authorizing the city to lease the real estate shown on Exhibit "A" hereto in order to facilitate the use of the proposed baseball stadium.

IV. INTRODUCTION OF ORDINANCES

a. Bill No. 2020 - 35

An Ordinance to amend Section 4 of the City of Florence Code of Ordinances for the addition of a Single-Family and Multi-Family Residential Rental Housing Registration.

V. ADJOURN

FLORENCE CITY COUNCIL MEETING

DATE: September 29, 2020
AGENDA ITEM: Report to Council
DEPARTMENT/DIVISION: City Manager

I. ISSUE UNDER CONSIDERATION

An ordinance authorizing the city to lease the real estate shown on Exhibit "A" hereto to Florence Red Wolves Baseball, Inc., in order to facilitate the use of the proposed baseball stadium to encourage growth of high level baseball and the associated economic impact of such growth in the Florence area.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

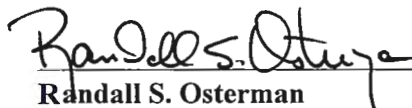
This is second reading by Council of this ordinance.

III. POINTS TO CONSIDER

- a. The Red Wolves Collegiate summer baseball team contacted the city about the possibility of constructing a stadium closer to downtown Florence that could accommodate shared use of the facility to include the Red Wolves baseball team.
- b. The Red Wolves relocation to the new complex will encourage growth of high-level baseball as well as create an economic impact for the area.

IV. ATTACHMENTS

- a. Ordinance No. 2020 - 34
- b. Lease Agreement



Randall S. Osterman
City Manager

ORDINANCE NO. 2020-_____

AN ORDINANCE AUTHORIZING THE CITY TO LEASE THE REAL ESTATE SHOWN ON EXHIBIT "A" HERETO TO FLORENCE RED WOLVES BASEBALL, INC. IN ORDER TO FACILITATE THE USE OF THE PROPOSED BASEBALL STADIUM TO ENCOURAGE GROWTH OF HIGH LEVEL BASEBALL AND THE ASSOCIATED ECONOMIC IMPACT OF SUCH GROWTH IN THE FLORENCE AREA.

WHEREAS, after due consideration, the City has concluded that the proposed baseball stadium shown on Exhibit "A" attached hereto and incorporated herein by reference, which is being developed by the City can be leased in order to facilitate the effective use of the facility to encourage growth of high level baseball and the associated economic impact of such growth in the Florence Area;

WHEREAS, it is hereby determined that it is in the best interest and to the benefit of the citizens of the City of Florence that said space be leased under the terms and conditions set forth in the Lease attached hereto as Exhibit "B";

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 the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the Lease attached hereto as Exhibit "B" and such other documentation as may be necessary in order to accomplish the leasing of the property shown on Exhibit "A" attached hereto to Florence Red Wolves Baseball, Inc.

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 _____, 2020.

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela
Mayor

Attest:

Amanda Pope
Municipal Clerk

STATE OF SOUTH CAROLINA

LEASE AGREEMENT

COUNTY OF FLORENCE

I. TERM. The Lessor leases to Lessee and Lessee hereby leases from Lessor, the new municipal baseball Stadium, located on Jennie O'Bryan Avenue in Florence, South Carolina, as described on Exhibit A hereto, on a full time year round non-exclusive basis, and also including the non-exclusive use of the concession carts and stands, and merchandise throughout the year, and for all events scheduled at the stadium by Lessee pursuant to the process described in Paragraph XXIII below during the period beginning May 1, 2022 for a period of ten years, with the option to extend the lease for an additional five years at mutually agreeable terms.¹ The Stadium which is shown on Exhibit A hereto, is defined to include the playing field, stadium seating, concourse areas, outfield fencing, press box, ticket booth, concessions areas with all appliances, dugout areas, home team and visiting team locker rooms, umpire dressing area, stadium lighting, scoreboard, and the Common Use Areas shown on Exhibit B plus any additions or improvements made to The Stadium prior to or during the lease term. The non-exclusive nature of use allowed hereunder and the agreement regarding the Common Use Areas are described in detail in paragraph XXIII below.

II. PURPOSE. Lessee commits to operate a summer collegiate baseball team as a member of the Coastal Plain League or a similar league, which shall play all of its home games at the Stadium unless alternative location for home games is mutually agreed upon by Lessee and Lessor.

III. RENT. Lessee agrees to pay Lessor annual rent in the sum of \$1.00. The first payment will be due upon execution of this Lease, and each year thereafter on the same date.

IV. STADIUM CONSTRUCTION. The Lessor shall, no later than April 30, 2022, complete construction of the Stadium in accordance with the plans prepared by FitFields dated August 7, 2020 and provide Lessee use of the stadium beginning no later than May 1, 2022. *(See Footnote 1)*. Earlier usage for season ticket holder related events, i.e. open houses or select-a-seat events is possible upon written permission from Lessor which permission shall not be unreasonably withheld or delayed.

V. FUTURE IMPROVEMENTS/RENOVATIONS. Lessee shall have the right to decorate the interior of the Stadium and make, at its own expense, minor alterations and improvements upon prior written approval of Lessor, which written approval will be given in a timely manner and not unreasonably withheld. Additionally, Lessee shall, have the opportunity to make capital improvements to the stadium but prior to commencing any capital improvement project, submit plans and specifications to the Lessor and secure permission for capital improvements of which approval will be given in a timely manner and not unreasonably withheld. All capital improvements shall become the property of the Lessor upon termination or expiration of this agreement. Capital improvements not related to Sections VI and VII below will be the sole cost of the Lessee, unless agreed to otherwise between the parties.

¹ The parties hereto agree that it is the desire of both parties to advance the start date for this Lease if the stadium is completed earlier. It is agreed that the parties hereto will reassess the start date after the construction contract has been awarded.

VI. MAINTENANCE OF ELECTRICAL AND PLUMBING SYSTEMS. The Lessor agrees to provide all maintenance for electrical, sewage, HVAC, gas, audio, video and plumbing components of the Stadium, and commits to allocate sufficient funds as may be required to maintain said electrical and plumbing components in good working order and in full compliance with all laws and regulations. The Lessor shall, without limitation, be obligated for maintenance and repair of stadium lighting, all heating systems, HVAC systems, gas, general electric, audio and video systems in the Stadium, and all plumbing systems in the Stadium. The Lessor commits to make such repairs or provide such maintenance within a reasonable time of receiving notice from Lessee and agrees to coordinate repair and maintenance projects with Lessee to minimize interruption of the conduct of its business.

VII. MAINTENANCE OF STRUCTURAL COMPONENTS AND SEATS. The Lessor agrees to maintain and promptly repair all stadium fencing, railing, seating, and netting, and shall repair any leaks in the Stadium, which might result in water penetration into the offices, locker rooms, concession areas, restrooms, seating areas, etc. The Lessor further agrees to maintain and replace the concrete, brickwork, and glasswork at the Stadium.

VIII. DAMAGE CAUSED BY LESSEE'S NEGLIGENCE. Lessee agrees to make full and proper restitution to the Lessor for any and all damages to the stadium, or to any fixtures, appliances, furniture, lockers, or other appurtenances thereto, caused by Lessee or its agents or employees, home/visiting teams (to include Lessee rentals) or other invitees of the Lessee with the exception of standard wear and tear. Lessee shall be obligated to reimburse the Lessor for the costs of making such repairs to the Stadium or for replacing any fixtures, appliances, furniture, lockers, or other appurtenances thereto, resulting from the negligence of Lessee or its agents or employees, which may be necessary upon termination or expiration of this agreement.

X. SECURITY. Lessee shall, beginning upon its full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, provide security at the Stadium for all events and activities held or promoted by Lessee, including the Team's home games. Lessee commits to provide adequate security personnel as is appropriate for the size of the crowd in attendance at all games, events or activities held or promoted by Lessee at the Stadium. Lessee specifically agrees that a minimum of two (2) experienced, qualified security personnel will be present at all games, and that sufficient security personnel will be present at any games or special promotional events held on any day when attendance can reasonably be expected to exceed 1000 fans. Lessee shall be responsible for directly paying said experienced, qualified security personnel and assumes any and all liability during the days during which the Stadium is used for team related events. Lessee agrees to indemnify Lessor for all team related or team sponsored events in which at the Stadium.

The security personnel, in addition to providing security, will provide traffic control for all games, events or activities held or promoted by Lessee at the Stadium from the Stadium Complex through the intersection of Jennie O'Bryan Avenue and North Cashua Street.

XI. PARKING. The Lessor agrees to provide the parking area situated adjacent to the Stadium as shown on Exhibit A hereto for use by Lessee and its invitees on game days and scheduled events as described in paragraph XXIII below, and Lessee may, at its expense, display

signage on the day of such events to indicate said parking is reserved for use by Lessee. Lessor shall not charge parking fees during any games, events or activities held by Lessee at the Stadium. Lessor and Lessee agree to work together to ensure adequate parking near the Stadium, ideally, with a minimum of 650 spaces within reasonable walking distance in order to accommodate a crowd of 1500-2000.

XII. UTILITIES. Lessor shall, for the duration of this agreement, and any renewal thereof, pay all charges for all utilities furnished to the Stadium, to include electricity, water/sewage, and gas. Lessee shall be responsible for any costs associated with telephone and internet service.

XIII. FIELD MAINTENANCE. Lessor agrees to provide staff, supplies and such equipment as may be required to maintain the playing field at no additional cost to Lessee, unless Lessee asks for specific, extraordinary improvements to field such as new mound, replacement of sod, such improvements which would be deemed outside of ordinary maintenance. Said field maintenance covered by Lessor shall also include the tarp necessary for the field which will remain the property of the city of Florence. Lessee will be responsible for maintaining and preparing the field immediately prior to the team's home games including lining the basepaths, preparing the pitching and hitting areas and batting cages. Lessor shall have no obligation to assist the Lessee with game day preparations or post game routine field maintenance.

XIV. SCOREBOARD AND PUBLIC ADDRESS SYSTEM. Lessee shall be responsible for operation of the scoreboard and public address system and will train and employ such personnel as may be required to operate the same. Lessee will, consistent with section VIII of this letter of intent, be responsible for the cost of repairing damage to the scoreboard and public address system resulting from the negligence of its agents or employees.

XV. CLEAN-UP. Lessee shall, beginning upon Lessee's occupancy of the Stadium, and for the duration of this agreement, and any renewal thereof, be responsible for clean-up of the Stadium after any of Lessee's games, events or activities, and Lessee shall be responsible for cleanup of concession stands/merchandise carts and locker rooms when they are exclusively being used by Lessee. Lessee shall employ staff to routinely clean the stadium after any of Lessee's games, events or activities. Lessor shall keep all other areas of the Stadium in a clean and attractive condition at all other times. The Lessor agrees to offer to Lessee the option of utilizing employees of the Lessor to accomplish the clean-up of the Stadium after Lessee's games, events or activities provided Lessee pays all costs associated with such work. Lessor agrees to make available to Lessee Lessor's cleaning equipment including blowers, mops, scrubbers and any other equipment needed for facility cleaning. Lessee would be responsible for any repairs or damage to said equipment caused by Lessee's negligent use.

The Lessor shall provide for sufficient receptacles for the disposal of solid waste which will be utilized exclusively by Lessee to discard garbage collected from operation of the Stadium. All refuse generated at any game, event or activity shall be placed in the receptacle(s) no later than 1:00 p.m. the following day. The Lessor shall assure garbage is removed as often as may be necessary to prevent excessive accumulation of trash or sanitation hazards.

XVI. RESTROOMS. Lessee shall, beginning upon occupancy of the stadium offices and, and for the duration of this agreement, and any renewal thereof, provide all sanitation and janitorial supplies necessary to stock the restrooms. Lessee shall maintain the public restrooms in a clean and attractive condition at, during and following game days and other events scheduled by Lessee. Lessor shall maintain the public restrooms in a clean and attractive condition during all times other than game days and other events scheduled by Lessee.

XVII. MAINTENANCE OF GROUNDS OUTSIDE STADIUM. The Lessor shall be responsible for maintaining the parking area and approaches to the Stadium, and will exercise its best efforts to enhance the appearance of the walkway to the Stadium, to include the landscaping and plantings, to create a more aesthetically-pleasing appearance. The Lessor shall clean the parking area by 3:00 p.m. on the day following any game, activity or event held at the Stadium.

XVIII. TICKET PRICES. Lessee shall have the exclusive right to set ticket prices for all of its events, including the Team's home games, and shall be entitled to receive and retain all revenues from ticket sales. Lessee reserves the right to establish prices for tickets, as it deems appropriate.

XIX. ADVERTISING. Lessee shall have the exclusive right to revenue from the sale of any and all advertising and promotions associated with operation of the Team and use of the Stadium and other parts of the Sports Complex. This shall include advertising on all interior surfaces including the outfield fence and any other interior areas in the Stadium and in the surrounding baseball fields. Lessee shall also have exclusive advertising rights to all programs and other print materials, to include scorecards and tickets, and advertising on the scoreboard. Lessor grants to Lessee the right to market the naming rights for the Stadium, but it is agreed that such naming rights may be granted only with the prior written consent of the City. It is agreed that such consent shall not be unreasonably withheld. Net advertising revenue generated from the sale of advertising space exclusive of any advertising that's part of the main stadium will be shared with the city. It is anticipated that this sharing arrangement would provide Lessor with the funds necessary to operate the youth baseball programs in the City in an amount equal to at least \$15,000.00 per year.

XXI. CONCESSIONS. Lessee shall, beginning upon its full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, have the exclusive right to sell all concessions for all collegiate league games or other events scheduled by Lessee pursuant to Paragraph XXIII below. Concession sales shall be defined as food, drinks, alcoholic beverages, souvenirs and merchandise, including but not limited to t-shirts and baseball caps. Concessions may be sold or distributed from fixed locations, such as the gift shop and concession stands, portable stands or by vendors. The right to sell concessions, of any kind or nature, may be assigned, in whole or in part, with consent of the Lessor which will not be unreasonably withheld. In addition, for all other events scheduled for the Stadium pursuant to Paragraph XXIII below by or through Lessor, Lessee shall have the right to submit a proposal for providing concession sales for such event to Lessor. Lessor in its discretion shall determine whether to use Lessee for the concessions or whether to use another provider. In the event Lessee decides not to make concessions available for an event scheduled by it, or should Lessee choose to use another provider of concessions for an event scheduled by or through Lessor, Lessor shall not be precluded from providing alternative concessions, but will not use Lessee's concession facilities to do so. Lessee retains the right to sell food and alcoholic and non-alcoholic beverages, provided Lessee has

obtained the necessary licenses, from stadium concessions facilities and via portables at other non-league events at the Stadium and other events at the Complex. Alcohol cannot be sold at youth events (events for youth age seventeen and under). It is agreed that during other athletic, cultural, and entertainment events at the Stadium scheduled by Lessor on those days during which Lessee does not have collegiate league games or other events scheduled, Lessor may grant permission to parties other than Lessee to sell concessions as described above.

XXII. ALCOHOLIC BEVERAGES. In the event Lessee intends to sell malt beverages, wine, fortified wines or alcohol at the Stadium, it must obtain an alcoholic beverage license from the State of South Carolina ABC Commissioner, and the sale and consumption of alcoholic beverages shall, in that event, be governed and regulated by the Lessor's Code of Ordinance and the laws of South Carolina. Alcoholic beverages cannot be sold at youth events, which are events for youth age seventeen (17) and under. There shall also be no "hawking" of alcoholic beverages in the seating areas. For any event at the stadium scheduled by Lessee pursuant to paragraph XXIII below, Lessee will keep all profits from the sale of malt beverages, wine, fortified wine and alcoholic beverages.

XXIII. OTHER EVENTS AND COMMON SPACES. Lessor shall have the right to hold and promote other athletic, cultural, and entertainment events at the Stadium on those days during which Lessee does not have collegiate league games or other events scheduled. Lessee shall have first selection rights for event dates from May 25th to August 15th of each year, said dates to be established and provided in writing to Lessor by no later than March 30th of each year of league play. The common areas designated as outlined in green on Exhibit B hereto are available for use by Lessor to support events occurring on other recreational facilities surrounding the Stadium area even during days when collegiate league games or other scheduled events are occurring provided Lessor gives Lessee at least a ten-day notice of the need to use said common areas. Absent such notice, Lessee shall have full use of said common areas for collegiate league games or other events scheduled as described above.

Lessor shall have the right to charge admission and related fees in connection with any of its other events or activities at the Stadium or Sports Complex, as well as the Lessor's event held at the Stadium.

XIV. LICENSES AND PERMITS. Lessee shall obtain and pay the applicable charges for all licenses, including business licenses and those for selling alcoholic beverages, should Lessee seek a license to sell malt beverages, and permits, including building permits, should Lessee undertake any capital improvements at the Stadium.

XV. TAXES AND INSURANCE. Lessee shall pay all applicable sales taxes on revenue from concessions and shall be responsible for payment of premiums to insure its employees for workers' compensation purposes. Lessee shall, promptly upon request made by the Lessor, provide the Lessor with certificates of insurance verifying Lessee has workers' compensation insurance as required by South Carolina law.

XXVI. LOSS OR THEFT. The Lessor shall not be liable for loss or theft of any property of fans, Lessee, its agents or employees, or concessionaries placed or left at the Stadium, and Lessee

shall exercise its best efforts to notify the public that the Lessor has no liability for loss or theft occasioned at the Stadium during the term of this agreement.

XXVII. INDEMNIFICATION. Lessee will indemnify and hold the Lessor harmless for any loss of life, injury to any person, or property, which may occur at the Stadium beginning upon its partial and/or full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, caused by the negligence of Lessee, or its agents or employees. Lessee further agrees that the payment and settlement of any claim arising from any loss, injury, or damage shall specifically release the Lessor from any and all claims arising from such loss, injury or damage.

XXVIII. INSURANCE. Lessee shall, beginning upon its partial and/or full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, for the protection of itself and the Lessor and its officers and employees on a primary basis from any claim, damage, liability, loss or expense to person or property caused by, resulting from, arising out of or in connection with the duties and obligations of the League pursuant to this Agreement. The City of Florence will be named as an additional named insured on the following policies of insurance to be obtained by Lessee:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 per each occurrence and \$3,000,000 in the aggregate. Such insurance shall include coverage for the contractual liability (applying to the terms and conditions of this Agreement), products-completed operations liability personal injury liability, advertising injury liability, contingent liquor liability, property damage liability and bodily injury liability (including death).
- (ii) Workers' Compensation insurance with statutory limits as required by the State of South Carolina covering all of Lessee's personnel engaged in performing the duties and obligations of the Lessee pursuant to this Agreement. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each occurrence or statutory limits, whichever is higher.
- (iii) Property Insurance covering loss or damage to the personal property of the Lessee located at the Stadium. Said insurance shall provide coverage in the amount of the full replacement cost thereof and shall insure against perils on an "all risk basis".
- (iv) Liquor liability insurance coverage with not less than One Million Dollars (\$1,000,000) of liability coverage.

Waiver of Subrogation. All insurance policies or endorsements thereto required of the Lessee covering Premises including, but not limited to, contents, fire and casualty insurance, shall include provisions expressly waiving any right of subrogation on the part of the insurer against the Lessor, its agents and employees.

All such insurance listed above shall be primary and non-contributory, written by insurance companies qualified to do business in the State of South Carolina with an A.M. Best rating acceptable to the Lessor. Policies (i) and (iv), above, shall be endorsed to name the Lessor as an Additional Insured. Such insurance policies shall provide that coverage thereunder may not be materially changed, reduced, or cancelled unless thirty (30) days written notice thereof is furnished to the Lessor. The Lessee shall give immediate written notice to Lessor if any policy required under this Agreement will be cancelled, expired, or not renewed. The Lessee shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any claim, damage, loss or expense caused by, resulting from, arising out of or in connection with the duties and obligations of the Lessee pursuant to this Agreement that are not compensated by insurance. Upon execution of this Agreement, Lessee shall furnish Lessor with a certificate(s) of insurance certifying that the appropriate insurance coverages are in place and that policies have been properly endorsed to meet the insurance requirements as set forth above. The Lessee hereby agrees to furnish renewal insurance certificates throughout the term of the Agreement.

XXIX. ASSIGNMENT. This agreement may not be assigned by Lessee, to an affiliated entity controlled by Lessee unless that assignment upon delivery of written notice to Lessor, and subject to approval by the City of Florence which will approved in a timely manner and not be unreasonably withheld.

XXX. DEFAULT. Lessee agrees that a summer collegiate league baseball team will play a complete home schedule of between 24-30 games each year during the term of this agreement. Lessee shall be deemed in default of its obligations under this agreement should it, for any reason fail to field a baseball team which is a member of the Coastal Plains League or similar league during the term of this agreement. However, it shall not be deemed a default by Lessee if the Stadium cannot be used due to any governmental Order (i.e. force majeure), and as a result of any pandemic, hurricane, earthquake or any other natural disaster.

XXXI. TERMINATION. The Lessor shall have the right to cancel this agreement, within sixty (60) days of receiving notice that the Coastal Plain League or comparable league in which Lessee is a member, has disbanded or suspended operations, or that Lessee will not field a team at the Stadium during the coming season, by providing written notice of its intent to do so.

XXXIII. VENUE. The parties agree that any and all legal disputes arising from this agreement shall be litigated and adjudicated in the Court of Common Pleas for the Twelfth Judicial Circuit, Florence, SC,

XXXIV. EXPIRATION. Lessee shall, upon termination or expiration of this agreement, peaceably and quietly surrender possession of the Stadium to the Lessor. Lessee shall be permitted to remove all equipment, fixtures and merchandise purchased by Lessee. Any property not so removed within fourteen (14) days of the termination or expiration of this agreement shall be deemed abandoned and become property of the Lessor.

XXXV. INSPECTION. The Lessor shall, within twenty-one (21) days of termination or expiration of this agreement, inspect the Stadium and identify any damage to the Stadium occasioned by the negligence of Lessee or its agents or employees. The Lessor shall make or

commission such repairs as may be necessary to return the Stadium to its original or subsequently improved condition, ordinary wear and tear excepted. The Lessor shall present Lessee with a demand for payment, itemizing the costs of all repairs performed to return the Stadium to its original or subsequently improved condition, and Lessee shall reimburse the Lessor for its expenditures within thirty (30) days of receipt of same.

XXXVI. ENTIRE AGREEMENT, MODIFICATION, AND SEVERABILITY. This Lease contains the entire agreement between the parties, and it shall not be modified in any manner except by an instrument in writing, executed by the parties. If any term or provision of this Lease, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the LESSOR and LESSEE subscribed their names and affixed their seals the day and year first above written.

WITNESSES:

LESSOR:

City of Florence, SC

By: _____
Randall Osterman, City Manager

LESSEE:

Florence Red Wolves Baseball, Inc.

By: _____
Kevin M. Barth, President

FLORENCE CITY COUNCIL MEETING

IV. a.
Bill No. 2020-35
First Reading

DATE: September 29, 2020

AGENDA ITEM: An Ordinance to amend Section 4 of the City of Florence Code of Ordinances for the addition of a Single-Family and Multi-Family Residential Rental Housing Registration.

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

An Ordinance to amend Section 4 of the City of Florence Code of Ordinances for the addition of a Single-Family and Multi-Family Residential Rental Housing Registration.

II. CURRENT STATUS AND PREVIOUS ACTION TAKEN:


(1) No previous action has been taken on the matter.

III. POINTS TO CONSIDER:

- (1) Request is being considered for first reading.
- (2) It is recognized that the Comprehensive Plan, Neighborhood Action Plan, Comprehensive Plan update, and Neighborhood Revitalization Strategy make recommendation to establish a rental registry.
- (3) The City of Florence through multiple planning initiatives has established the objective to ensure safe and habitable living conditions within all of the City's neighborhoods.
- (4) The use of a registry will reinforce the code enforcement system and encourage landlords to address deferred maintenance and implement good property maintenance standards to ensure the life safety of residents.
- (5) This ordinance will provide city staff with a local responsible representative to contact, in the event a violation occurs.
- (6) A rental registry is a tool to help support the community in meeting the need of its existing and future housing requirements, protects established neighborhoods from deterioration, and provides a method to continue the efforts of neighborhood revitalization.

IV. ATTACHMENTS:


- (1) Ordinance
- (2) Summary
- (3) Frequently Asked Question's
- (4) Step by step reference guide




Randy Osterman, City Manager




Jerry Dudley, Planning Director



Michael Hemmingway, Utilities Director



Chuck Pope, Public Works Director



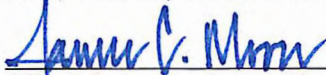
Kevin Yokim, Assistant City Manager of Administration



Scotty Davis, Deputy City Manager



Allen Heidler, Police Chief



Clint Moore, Assistant City Manager of Development



Shannon Tanner, Fire Chief

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF FLORENCE ENTITLED “BUILDINGS, CONSTRUCTION AND RELATED ACTIVITIES, TO ESTABLISH ARTICLE XIV “SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL RENTAL HOUSING REGISTRATION”.

WHEREAS, the City of Florence commits to advancing efforts to ensure a safe and habitable environment of all residential rental properties throughout our community; and

WHEREAS, the City will establish registration, renewal registration, and registry update for all single-family and multi-family rental properties within the municipal limits; and

WHEREAS, this ordinance will provide the City of Florence contact information for the rental property to establish a clear line of communication; and

WHEREAS, this ordinance is in concurrence with the South Carolina Landlord and Tenant Act and encourages landlords and tenants to maintain housing that is habitable,

WHEREAS, the City of Florence will be provided, by policy, the ability to pursue enforceable action in the event a property violates this ordinance; and

WHEREAS, pursuant to S.C. Code of Laws 6-9-60, the City of Florence previously adopted codes the South Carolina Building Codes Council has recognized as optional, to include property maintenance; and

WHEREAS, the Comprehensive Plan and the Neighborhood Revitalization Strategy of the City of Florence specifically recommends a rental registry to continue the City’s effort to stabilize and improve the integrity of all our neighborhoods; and

WHEREAS, the City Council of the City of Florence hereby adopts requirements of owners and their local representatives to register residential rental properties within the municipal limits 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 an Ordinance is hereby adopted to amend Chapter 4 of the Code of Ordinances of the City of Florence entitled “Buildings, Construction, and Related Activities, to establish

Article XIV “Single-family and Multi-family Residential Rental Housing Registration”;

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 _____, 2020

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela,
Mayor

Attest:

Amanda P. Pope
Municipal Clerk

Article XIV. Single-Family and Multi-Family Residential Rental Housing Registration

Sec. 4-900. - Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section, such terms shall have ordinarily accepted meaning such as the context implies.

Citation: means a charge or formal written accusation of violation of a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code, as adopted by the City of Florence.

Dwelling unit: means a building or portion thereof, designed for occupancy for residential purposes and having individual cooking facilities and sanitary facilities for each leased space.

Landlord: means any person who owns or controls a dwelling, dwelling unit, or rental unit and rents such unit, either personally or through a designated agent, to any person.

Occupant: means a family as defined by the City of Florence Unified Development Ordinance, or an individual unrelated by blood to a second degree of consanguinity, marriage, adoption, or guardianship to any other occupant of the dwelling unit. A family of related persons shall be counted as one occupant.

Occurrence: means any offense, or citation for violation of any code, regulation, and/or ordinance of the City of Florence, the State of South Carolina, or the United States related to the facilities, condition, and/or maintenance of a residential rental unit or to the conduct of individuals located at or in the immediate vicinity of a residential rental unit.

Occupancy violation: means a violation of the permitted number of persons that may occupy a single-family or multi-family residential unit as defined by the City of Florence Unified Development Ordinance.

Offense: means any violation of local, state, or federal statutes or ordinances which results in a forfeiture of bond, plea of guilty, no contest, acceptance into pre-trial intervention, alcohol education program or a determination of guilt by a court or a jury. For purposes of this article, all violations for which charges are made during one response by law enforcement officers which result in a forfeiture of bond, acceptance into a pre-trial intervention program, alcohol education program, conviction, or a plea of guilty or no contest collectively shall be deemed one offense.

Owner: means any person, firm, corporation, or legal entity having a legal or equitable title in the property; or recorded in the official records of the state, county or municipality as holding title.

Owner-occupied rental unit: means a rental unit that is occupied in whole or in part at the subject property by an individual or individuals whose name(s) appears on the deed for the property on which the rental unit is located provided said individual(s) has designated the subject property as his/her legal voting address and the address of his/her driver's license.

Person: means any natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation or receiver, executor, personal representative, trust, trustee, conservator or other representative appointed by order of any court.

Premises: means a lot, plot or parcel of land, including the buildings or structures thereon, which also includes dwelling units and dwellings.

Professional Management Company: means any company, corporation, or legal entity identified as the local responsible representative for any residential unit(s) licensed by South Carolina Department of Labor, Licensing and Regulation as a real estate broker or property manager and holding the appropriate current City of Florence Business License.

Professional Property Manager: means any person identified as the local responsible representative for any residential rental unit(s), holding the appropriate permit and current City of Florence Business License, if required.

Residential rental unit: means that portion of a dwelling or building for which payment or other consideration, including performance of general maintenance, payment of utilities or other fees, or similar in-kind services, is being made to an owner, agent, or manager for the use and occupancy of that portion as a living facility. For purposes of this article, the term "rental unit" may be a single-family detached dwelling unit(s), single-family attached dwelling unit(s), duplex, townhouse, and multi-unit structures used for residential purposes. Whenever the words "rental unit" are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof". Exceptions shall be the following:

1. Dwellings occupied for residency for over 120 days by employees of that organization which are owned by a firm, corporation, religious organization or another incorporated organization;
2. Dwellings occupied by individuals who are under a written contract to purchase the residence after the contract has been reviewed for validity of purchase by the City Manager or its designee;
3. Dwellings owned and operated by the United States of America, the State of South Carolina, or any agency thereof;
4. Owner-occupied rental dwellings, including, but not limited to: duplexes, over and under duplexes, and accessory dwelling units, that are consistent with the City of Florence Unified Development Ordinance.

Responsible local representative: means a person, professional property manager, or professional management company having its place of residence or business office within fifty (50) miles of the rental property and designated by the property owner as the agent available for service and responsible for operating such property in compliance with the ordinances adopted by the City. For the purposes of this article, the term "agent" shall refer to the responsible local representative.

Short-term residential rental: means a furnished residential unit that is rented out by the property owner for financial gain for a period of no more than twenty-nine (29) consecutive days and not to exceed seventy-two (72) days in the aggregate during any calendar year, as defined and regulated within the Unified Development Ordinance of the City of Florence.

Tenant: means any individual who has the temporary use and occupation of real property owned by another person in subordination to that other person's title and with that other person's consent; for example, a person who rents or leases a dwelling, dwelling unit, or rental unit from a landlord.

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

Violation: means breach of law, except, for the purposes of this section, any laws related to Chapter 25 of Title 16 of the Code of Laws of South Carolina.

Sec.4-901. - Rental permit required.

1. All property owners, whether a person, firm, corporation, or other form of legal entity, that operates residential rental unit(s), as defined in Section 4-900, shall be required to obtain a rental permit with the City of Florence.
2. Before a rental permit can be granted, the owner shall certify that all properties subject to the rental permit comply with the City of Florence Code of Ordinances. If an owner or responsible local

representative is unsure if the property meets the minimum code, inspections by city staff are available upon request.

3. Owners of tenant-occupied properties that fail to pass an inspection as outlined in this section shall correct all defects noted on the inspection report within thirty (30) days and shall schedule a subsequent inspection of the property. Dependent on the scope of work, alternative schedules may be administratively approved by the City of Florence. Should the owner or agent not correct any violation within thirty (30) days or the approved alternative schedule time length, then further action will be taken by the City to include, but not limited to, revocation of rental permit, and revocation of business license.
4. Permits issued under this ordinance are non-transferable. In the event of the sale or other transfer of the residential rental unit covered by the permit, the successor must obtain the permit required by this ordinance before commencing business or operations.
5. A rental permit is required for each residential rental unit that a property owner rents/manages or responsible local representative manages in behalf of a property owner. The City shall, per written policy, allow certain residential rental units with the same address or tax map designation be grouped under an individual or single permit.
6. Renewals of rental permits after sixty (60) days of the expiration date will be assessed a late penalty fee of ten dollars (\$10.00) per month, for the initial and all subsequent months.
7. If the permit fee is not paid after 120 days following the expiration of the permit and the property is occupied as a rental unit, the City of Florence shall then issue a uniform ordinance summons to the property owner and/or the responsible local representative for appearance in municipal court charging the owner with a violation of this article as provided in Sec. 4-913, and the property owner and local representative are subject to revocation of business license.
8. The property owner and responsible local representative may be subject to other code enforcement action depending upon the circumstance.

Sec.4-902. – Business License required.

1. No owner or responsible local representative, whether a person, firm, or corporation, shall operate a residential rental unit within the municipal limits of the City of Florence without obtaining a business license as required by the City of Florence Code of Ordinances.
2. Before a business license can be issued, the owner must first obtain a Rental Permit as outlined within Sec. 4-901 in this ordinance.
3. All residential rental units, to include short-term rental properties, shall obtain a business license as required by the City of Florence Code of Ordinances.
4. The business license requirement shall not apply, if:
 - a. The owner or responsible local representative has less than five (5) residential rental units that are owned by an individual and not by a business, corporation, or limited liability partnership or other like legal entity.
 - b. This exemption does not apply to short-term rental properties as defined in this ordinance and outlined within the Unified Development Ordinance.

Sec. 4-903. - Application.

Applications for a permit to operate a residential rental unit(s) and for renewal thereof shall be on a form provided by the City of Florence. Such form shall set forth the owner's name, address, e-mail, and telephone number, the residential rental unit(s), the name of the person, firm, or corporation located within a fifty (50) mile radius of the City of Florence responsible for the care and maintenance of the building, and additional information as outlined on the application for rental housing.

Sec. 4-904. - Issuance or refusal of rental permit.

The City of Florence shall issue a rental permit for rental housing to the applicant upon proof of the following:

1. The property is compliant with and meets the requirements outlined of all applicable codes and ordinances of the City of Florence;
2. The property has passed the rental housing inspection conducted by the City of Florence at the owners or responsible local representatives request, or the owner has submitted written certification that the subject property complies with all applicable codes and ordinances of the City of Florence on the Certification form provided by the City;
3. All fees have been paid as required by Sec. 4-915 of this ordinance.
4. Per Sec. 4-902 of this ordinance, the issuance of a rental permit does not negate the requirement of a business license. Please see Sec. 4-902 for further clarification.

Sec. 4-905. - Property owner, responsible local representative, and occupant.

1. A permit will not be issued or renewed to a person, firm, corporation, or other legal entity that does not reside or have an office within a fifty (50) mile radius of the City of Florence unless a responsible local representative is designated. The City Manager, or its designee, shall be notified in writing if there is a change of ownership or responsible local representative within fourteen (14) days of the change. It is the sole responsibility of the property owner to maintain current contact information. If the property owner fails to notify the City of a change in personal contact information or a change of responsible local representative, it shall be considered failing to meet the rental housing ordinance and is subject to revocation of the rental permit and business license.
2. The property owner, responsible local representative, and/or occupants shall be responsible for occupancy violations within rental residences under their control or in which they are located.
3. For every residential rental unit, the owner or responsible local representative shall be responsible for the repair and maintenance of the common areas of the dwelling and shall respond to service requests and emergency needs, including entry into units where an emergency appears to exist. The property owner and/or the responsible local representative shall make reasonable dispatch during emergency needs within 24 hours, but in no event shall the dispatch occur later than 48 hours, in making efforts to hire a licensed contractor or provide the services individually to correct the emergency.
4. Any and all occupancy violations, maintenance, repair, replacement, damages and/or expenses which occur to the structure and property shall be the responsibility of the property owner and/or responsible local representative of the residential rental unit(s).
5. The owner or responsible local representative shall provide each tenant the names, addresses, e-mails, and telephone numbers of such owner and/or responsible local representative.

Sec. 4-906. – Occurrence(s) and assignment of occurrence(s).

1. For purposes of this section, occurrence(s) shall include any citation, offense, and/or adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including but not limited to, payment of fine) for any violation of any code and/or ordinance related to the condition of and/or occupancy of premises, including but not limited to the City of Florence Codes and Ordinances, the Fair Housing Act, and the South Carolina Residential Landlord and Tenant Act.
2. Any occurrence(s) that is not resolved upon the notice of violation shall be counted as set out in subparagraph 3 below and shall apply towards revocation of the rental permit for the residential rental unit(s) as follows:
 - a. *Single-household dwellings and townhouses.* Occurrences that are assigned to any portion of the premises shall apply to the residential rental unit(s).
 - b. *Multi-unit structures and two-household dwellings.*
 - i. Occurrences that occur within an individual unit shall be assigned to that residential rental unit.
 - ii. Occurrences that are assigned to the outside of any individual unit shall be assigned to the residential rental unit.
 - iii. Occurrences committed by the property owner and/or responsible local representative shall be assigned to all units.
3. In the event that an occurrence at a residential rental unit regulated by this article transpires, the following shall occur:
 - a. Advisory Notice: The City of Florence shall send written notification to the property owner and/or responsible local representative of any occurrence that is applied to properties governed by this ordinance.
 - b. Warning Notice: The City Manager, or its designee, shall provide a warning notice by certified mail or any other means available to ensure delivery to the property owner or responsible local representative of any residential rental unit whenever two (2) occurrences, as defined in this ordinance have been applied individually or in combination at the property within a twelve (12) month period. The twelve (12) month period shall commence on the day of the first occurrence until the same date of the following year. This notice shall advise the property owner or responsible local representative that the property has two (2) occurrences in violation of this ordinance and shall advise them that should one (1) additional occurrence be applied to the residential rental unit(s) within the twelve (12) month period, the owner's or agent's rental permit and/or business license is subject to revocation. This notice shall be maintained by the City Manager, or its designee, and made available as necessary.
 - c. Occurrences related to the condition of and/or occupancy of the premises that result in serious bodily injury or death to occupants may be grounds for immediate revocation of rental permit.
4. For purposes of this ordinance, a Notice of Violation does not constitute the assignment of an occurrence. Should the owner or Responsible Local Representative fail to correct the violation in

the procedure outlined within Section 9-27 and Section 9-28 of the City of Florence Code of Ordinances, and is found guilty of such violations, then an occurrence shall be assigned. If the owner corrects the violation at any point outlined within this ordinance, then an occurrence shall not be assigned to that property.

5. For purposes of the revocation of the rental permit and/or a business license, occurrence(s) may be collocated as a single occurrence in the Advisory and Warning Notice afforded to a property owner and/or responsible local representative prior to action by the City. This does not invalidate each occurrence being treated individually, should a summons to municipal court occur.
6. An administrative fine of \$50.00 will be assessed per occurrence for each occurrence accumulated beyond two (2) within a twelve month period due upon any renewal of the permit. Failure to pay this fine will result in action towards revocation of the business license to operate the residential rental unit(s). Prior to the renewal of the rental permit, all administrative fines must be paid and the owner and/or agent must be in good standing per this ordinance.
7. If an occurrence is the subject of judicial action and a charged person or entity is found not guilty or the case against them for a citation is dismissed, then the citation shall be removed as an occurrence as if it had not been assessed, or if the occurrence is corrected within 30 days or by an agreed upon order.

Sec. 4-907. - Revocation of permit and appeal.

1. Accumulation of three (3) or more occurrences against a residential rental unit(s) within a twelve (12) month period as defined above, or one or more occurrences of a serious criminal nature or offenses that result in serious bodily injury or death to occupants shall subject the owner of proceedings to revoke the permit to operate and lease the residential rental unit(s).
2. Upon the accumulation of occurrences beyond what is allowed, or failure to comply with the requirements of this ordinance, the following procedure shall be followed:
 - a. The Building Official, or its designee, shall cause the owner and/or responsible local representative to be served written notice of revocation of the rental permit to lease, operate, and occupy the residential rental unit(s). The notice of revocation shall specify the occurrences upon which the decision to revoke is based. Service shall be deemed complete if personally delivered upon the owner or agent by any person authorized by law to serve process or a duly appointed law enforcement officer. The person serving process shall make proof of service within the time during which the person served must respond to the process. If service cannot be personally made within the 50 mile radius, then service may be made by notice posted on the property and mailed certified return receipt to the last known address of record.
 - b. The owner or responsible local representative shall have twenty (20) days from the date of service to request a hearing to appeal the revocation of the permit. The notice of appeal shall be served upon the Building Official, or its designee, by certified mail, return receipt requested or by personal service.
 - c. If such notice of appeal is not timely served, the owner or responsible local representative shall be deemed to have waived its right of appeal and the revocation shall take effect immediately.
 - d. Upon an owner's or responsible local representative's timely service of a notice of appeal regarding the revocation, the City Manager, or its designee, shall schedule a hearing with a three person Rental Housing Appeals Committee. The Rental Housing Appeals Committee shall be made up three (3) Directors within the City Staff as appointed from

time to time by the City Manager, but the Committee will not include the Director over the Building Department, the Chief of Police, the Community Services Director, or the Public Works Director.

- e. The hearing on the appeal shall be scheduled within thirty (30) days after receipt of the Notice of Appeal, and it shall be conducted as follows:
 - (1) The presence of all three members of the Rental Housing Appeals Committee is required for a quorum.
 - (2) The appealing party (who may appear via a designated representative) and the Building Official or its designee shall appear before the Rental Housing Appeals Committee at the scheduled hearing. Either party may be represented by counsel. Should the Appealing Party elect not to appear at the hearing, the Appealing Party shall be deemed to have abandoned the Appeal, waived all rights to appeal, and the original revocation decision shall be final.
 - (3) The hearing shall be recorded by a court reporter retained at the Appealing Party's expense.
 - (4) In conducting the hearing, the Rental Housing Appeals Committee shall have the power to administer oaths, compel the production of documents, and receive evidence. All parties shall have the opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination, and to submit rebuttal evidence. At the conclusion of the hearing, the Rental Housing Appeals Committee may request one or both parties to submit proposed findings of fact and orders. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in the civil courts of South Carolina.
 - (5) At the conclusion of the hearing, the Appealing Party will advise the Rental Housing Appeals Committee of the address it requests the recommended order to be delivered by either U.S. Mail or electronic mail.
 - (6) After concluding the hearing, the Rental Housing Appeals Committee shall, within ten (10) business days, make its recommended order, and the recommended order shall consist of findings of fact, conclusions of law, and recommended relief. The recommended order shall be delivered to the Appealing Party by U.S. Mail or electronic mail method provided under subparagraph (5) above. Either party to the appeal shall have ten (10) days from the date the recommended order is mailed or emailed to submit written exceptions to the recommended order of the Rental Housing Appeals Committee.

(7) Upon the passage of the ten-day period for submission of exceptions, the City Manager shall review the recommended order and any written exceptions submitted. The City Manager may set forth any deficiencies he/she finds with respect to the order. Any such deficiencies shall be limited to determinations that the findings are not based on competent, substantial evidence, or that the proceedings on which the findings were based did not comply with the essential requirements of law. In reviewing the recommended order, the City Manager shall not have the power to receive or consider additional evidence. The City Manager may remand the recommended order along with the delineated deficiencies back to the Rental Housing Appeals Committee for consideration of the deficiencies. If a remand occurs, the Rental Housing Appeals Committee shall address the deficiencies in an addendum to the recommended order. The City Manager shall then either: (a) adopt the recommended order in its entirety; or (b) adopt the findings of fact and conclusions of law in the recommended order but reject or modify the recommended relief. The action of the City Manager shall be the final order of the City, and it shall be delivered to the Appealing Party using the same U.S. Mail or electronic mail method previously provided by the Appealing Party as set forth above.

- f. If the City Manager finds that the actions taken by the City to revoke the owner's or responsible local representative's permit for the residential rental unit(s) were appropriate as defined in the City of Florence Code of Ordinance, the City will proceed with revocation of the owner's rental permit to operate the residential rental unit(s), followed by further actions to revoke the owner's or responsible local representative's business license.
- g. If the City Manager finds that the actions taken by the City to revoke the permit were not appropriate as defined by the City of Florence Code of Ordinances, or that the owner has recovered possession of the dwelling unit, the City of Florence will dismiss the revocation action and relevant citations if any, against the permit based upon the actions taken by the landlord to seek compliance with the City's ordinances.
- h. If the permit is revoked under these procedures, the owner or responsible local representative shall have five (5) days from the date of the final decision to commence recovering possession of the rental unit. If the tenant(s) do not voluntarily agree to vacate the premises, the owner or agent shall diligently pursue the process of eviction to completion. The owner or agent shall provide copies of all documents provided to the tenants or filed with the court concerning the eviction process to the Building Official, or its designee. If the owner collects any rent from the tenants following permit revocation, fails to comply with these provisions, or fails to abide with the final decision of the City, the City may seek criminal relief by citing the owner for violation of Sec. 4-901, or seek other available legal or equitable relief.
- i. In addition to the above-described procedures, the city attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.
- j. Subject to conditions, the City of Florence shall take further action which may result in the discontinuance of use of the water meter, revocation of the business license and ability to

operate the residential rental unit(s), and any other action the City of Florence deems appropriate.

3. Occurrences of a serious criminal nature or offenses that result in serious bodily injury or death to occupants shall be grounds for immediate business license revocation and/or residential permit per the City of Florence Codes of Ordinances. The Planning Director or designee is authorized to immediately revoke any permit under this section if it is determined that the property is not in compliance with City of Florence zoning regulations. Such permit revocation, however, shall not be subject to the appeals process outlined in this section. Upon an owner's request to appeal the Planning Director's decision to revoke a permit due to non-compliance, the appeal shall be made to the Board of Zoning Appeals in accordance with the procedure set forth in sections 6-20.2.3 and 6-22.1.1 of the Unified Development Ordinance.
4. The final decision of the City is subject to certiorari review in a court of competent jurisdiction in Florence County, South Carolina.

Sec. 4-908. - Effect of revocation.

Upon the commencement of revocation of the rental permit for a residential rental unit, no permit shall be granted to another responsible local representative or owner for the operation of that residential rental unit(s) until all citations and/or notice of violations are remedied. Any residential tenants under a lease in existence at the time of the commencement of revocation shall have all rights afforded to them under applicable local, state, and federal law.

Sec. 4-909. - Notification exemption.

Residential rental properties are exempt from the notification requirements, as given in the codes, when they have not obtained a valid permit for rental housing as required by this article. Properties operating without a valid rental permit and business license shall receive one written warning and twenty (20) working days to comply. If an owner is convicted of a violation of Sec. 4-902 of the City of Florence Code of Ordinances, the property shall not be eligible for a rental housing permit for a period of three (3) months after the conviction. The property owner and/or agent that operates without a business license is subject to violations and penalties outlined within Chapter 13 of the City of Florence Code of Ordinances.

Sec. 4-910. - Defenses.

1. When tenants are guilty of occurrences resulting in a revocation notice, the property owner may request a suspension of revocation proceedings by providing written evidence of the initiation of eviction proceedings against the culpable tenants. If the tenants are evicted, the property owner may request termination of the revocation proceedings. If revocation has been suspended but the tenants are not evicted within forty-five (45) days or a schedule determined by the court, revocation proceedings will be reinstated by the City. All days prior to the suspension will count towards the afforded days to comply as outlined within this ordinance.
2. If the permit accumulates citations which are solely caused by the behavior of a tenant, the owner may apply for removal of those tenant-related citations at the conclusion of eviction proceedings which result in the eviction of those tenants or upon proof that the tenants have vacated the property. If the City, by and through the City Manager, or its designee, agrees to remove the citations after the owner presents a valid order of eviction, proof of tenants vacating the residential rental unit(s), and all citations are remedied, the citations shall be removed as if never assessed. If the City Manager, or its designee, does not agree to remove those citations as tenant related, then the owner may apply for a review by the Rental Housing Appeals Committee.

Sec. 4-911. - Operating without a permit a public nuisance.

If a person operates as a landlord without a rental permit or business license (when applicable) as set forth in this section, such shall constitute a public nuisance and be in violation of this ordinance.

Sec. 4-912. - Inspections and complaints.

- a. Inspections: By applying for a permit, the owner agrees to allow inspection of the unit for violations of this article, as well as violations of the International Property Maintenance Code at any reasonable time; however, this provision shall not be interpreted as authorizing the City to conduct an inspection of an occupied rental unit without obtaining either the consent of an occupant or a warrant.
- b. Complaints: Each complainant shall be requested to state his/her name and addresses and give a statement of the facts giving rise to the complainant's belief that the provisions of this article are being violated. Such information may be obtained orally or in writing. A complainant may be subpoenaed to appear in a revocation or denial proceeding to provide evidence or testimony.

Sec. 4-913. - Offenses.

Any person violating any provision of this article shall be deemed guilty of a misdemeanor offense and shall be subject to the penalties outlined in the City of Florence Code of Ordinances. Each day of violation may be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this article.

Sec. 4-914. - Denial of permit and appeal.

- a. The Building Official, or its designee, may deny issuance of any permit applied for under this section if it is determined that either the owner or agent has made material misrepresentations about the condition of his/her property or status of ownership, or that the occupancy of the property is in violation of any city ordinances, or that the owner has otherwise violated a provision of this ordinance.
- b. If the Building Official, or its designee, determines there is reasonable cause to believe that there are grounds to deny a permit, the administrator or designee shall provide notice of the denial, including the grounds for the denial based upon findings of fact.
- c. Within fifteen (15) days of the date of the notice, the owner may request in writing to the Building Official, or its designee, an administrative hearing on the denial. The City Manager, or its designee, shall schedule the administrative hearing to occur within fifteen (15) days after receiving the request for the hearing and shall notify the owner at least five (5) days in advance of the time and location for the administrative hearing. The administrative hearing may be postponed if mutually agreed upon by the administrator and the owner.
- d. The administrative hearing shall be conducted informally and adherence to the rules of evidence normally followed by the courts shall not be required. Any person may present testimony, documents, or other evidence as deemed relevant by the City Manager, or its designee. Any person may be represented by counsel.
- e. The City Manager, or its designee, shall consider all evidence presented at the administrative hearing, and if the preponderance of the evidence supports the allegation of the occurrence, the permit shall be denied. If the preponderance of the evidence does not support the allegation of the occurrence, the permit shall be issued. If the permit denial is sustained, the owner may appeal the denial to the Rental Housing Appeals Committee. The City Manager, or its designee, shall notify the owner or agent within 48 hours after the conclusion of the meeting regarding the Committee's decision.

- f. The City Manager, or its designee, may waive the denial requirement as to any permit if it is determined that the owner has attempted in good faith to comply with this ordinance. In determining asserted good faith as required for a waiver, the administrator or designee may consider, but not be limited to, the owner's response to current occurrence(s) and remedy of past occurrence(s).
- g. If a permit is denied under this section, the owner shall not be issued another permit for the same residential dwelling unit(s) or property(s) for a period of three (3) months after the date of denial and upon remediation of any identified occurrence(s).
- h. Upon a decision to sustain a permit denial at the administrative hearing, the Building Official, or its designee, shall cause to be served written notice of the decision to the owner or agent. Service shall be deemed complete if personally delivered upon the owner or agent by any person authorized by law to serve process or a duly appointed law enforcement officer. If service cannot be personally made within the 50 mile radius, then service may be made by notice posted on the property and mailed certified return receipt to the last known address of record.
- i. The owner or agent shall have twenty (20) days from the date of service to request a hearing to appeal the permit denial to the Rental Housing Appeals Committee. The request shall be sent to the Building Official, or its designee, by certified mail, return receipt requested or by personal service.
- j. If such notice of appeal is not timely served, the owner or responsible local representative shall be deemed to have waived its right of appeal and the denial of the permit shall take effect immediately.
- k. Upon timely service of a notice of appeal regarding the permit denial, the City Manager, or its designee, shall schedule a hearing with Rental Housing Appeals Committee described in Section 4-907(2)(d) above.
- m. The hearing on the appeal shall be scheduled and conducted within thirty (30) days after receipt of the Notice of Appeal, and it shall be scheduled and conducted as set forth in Section 4-907(2)(e) above.
- n. If the City Manager finds that the actions taken by the City to deny the permit for the residential rental unit(s) were appropriate as defined in the City of Florence Code of Ordinance, the permit denial shall become final.
- o. If the City Manager finds that the actions taken by the City to deny the permit were not appropriate as defined by the City of Florence Code of Ordinances, the City of Florence will issue the permit requested.
- p. If the permit is denied under these procedures, and if the owner collects any rent from the tenants following permit denial, fails to comply with these provisions, or fails to abide with the final decision of the City, the City may seek criminal relief by citing the owner for violation of Sec. 4-902, or seek other available legal or equitable relief.
- q. The Planning Director or designee may deny issuance of any permit applied for under this section if it is determined that the property is not in compliance with City of Florence zoning regulations. Such permit denials however shall not be subject to the appeals procedure outlined in this section. Upon an owner's request to appeal the administrator's decision to deny a permit due to non-compliance, the appeal shall be made to the Board of Zoning Appeals in accordance with the procedure set forth in sections 6-20.2.3 and 6-22.1.1 of the Unified Development Ordinance.
- r. The final decision of the City is subject to certiorari review in a court of competent jurisdiction in Florence County, South Carolina.

Sec. 4-915. – Rental permit fee and annual permit fee.

- a. The rental permit fee shall be \$25.00, upon approval.

- b. The annual permit fee for the owner and/or local responsible representative is \$25.00 regardless of the point in the year that a permit is obtained. The permitting year runs from July 1 to June 30 of the following year. All rental permits expire on June 30 each year. No registration fees are to be prorated or refunded.
- c. Upon determination that a rental property owner has failed to obtain a rental housing permit, an administrative fine shall be assessed at \$400.00 each year the unpermitted occupancy has occurred for each residential rental unit.
- d. An inspection fee of \$25.00 shall be included in the permit fee for properties that fail to pass inspection after the second inspection.
- e. All required fines shall be paid before a permit is issued, including any past due fines assessed for work abated by the City.
- f. After the first year of permitting the annual permit fee is not required, if:
 - i. the applicant is a professional management company or professional property manager applying on behalf of an owner as a responsible local party, or;
 - ii. the applicant is licensed by the City of Florence through the business license office to conduct the business of being a landlord;
 - iii. the applicant is in good standing per this ordinance.

Sec. 4-916. - Severability.

The provisions of this article are severable, and if any section, sentence, clause, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts, or provisions of this article. It is hereby declared that the intent of the council is that this article would have been adopted as if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

Sec. 4-917. - Existing rights unaffected.

Nothing contained in this article is intended to affect the rights and responsibilities of property owners or tenants under the laws of the United States of America or the State of South Carolina as outlined by the South Carolina Landlord Tenant Act, the Americans with Disabilities Act, the Violence Against Women Act, the Fair Housing Act or any other provision of federal or state law regulating housing.

Sec. 4-918. - Effective date.

The provisions of this section shall become effective July 1st, 2020.

Sec. 4-919 – 4-949. Reserved



Single-Family and Multi-Family Residential Rental Housing Ordinance

Mayor and City Council:

Within our Comprehensive Plan (2010), Comprehensive Plan Update (2017), and Neighborhood Revitalization Strategy (2014) it is recommended to establish a rental housing registration that builds upon our current initiatives to stabilize and improve the integrity of our neighborhoods. City staff researched existing ordinances adopted by other municipalities within South Carolina and had discussions with stakeholders within our neighborhoods, the rental community, and other local representatives to help guide the development of the attached rental housing ordinance. The substance of this ordinance establishes a registration for all residential rental properties, including single-family and multi-family, that will provide city staff with a local contact and representative for all rental properties. Below are key components that act as the principal initiatives of this ordinance.

Rental Permit:

-All residential rental property owners (single-family and multi-family) will be required to obtain a twenty-five-dollar Rental Permit with the City of Florence. A condition to obtain this permit is the requirement of a Responsible Local Representative (someone located within 50 miles of City limits), which can be the owner or an agent responsible for the operation of the property, and their contact information.

-The owner or representative must certify that all their properties meet the City of Florence Code of Ordinances including the Building and Property Maintenance Code. If the owner or agent is unsure, he or she may request a courtesy inspection conducted by city staff. If there are violations identified, then city staff will work with the owner and agent to correct any issues, prior to the issuance of a Rental Permit.

-The Rental Permit review will also include the creation of the registry that will contain all the addresses and contact information for each rental unit within municipal limits. Zoning review will be conducted as well, confirming the single or multi-family use of the property as a permitted land use. This will provide staff the ability to not permit the illegal conversions of single-family homes to multi-family homes and other like zoning violations.

Occurrence(s) and assignment of occurrence(s):

-An occurrence refers to any violation of the City of Florence Code of Ordinances including but not limited to the Unified Development Code, the Building Code, the Property Maintenance Code, and the requirements outlined within this ordinance.

-Upon the accumulation of two (2) occurrences, the City of Florence will issue a notice by certified mail and contact the owner and agent, making them aware that upon the issuance of one (1) additional, three (3) total occurrences, within a twelve (12) month period the unit may be subject to the revocation of the rental permit and business license.

-After an accumulation of three (3) occurrences, the Building Official shall cause the owner and/or agent to be served written notice of the revocation of the rental permit for the specific residential rental unit(s).

-Should the owner and/or agent choose to appeal this decision, the procedure that will be followed is outlined within Section 4-907 of the ordinance.

Inspection(s) and Complaint(s):

-When an owner and/or owner's agent applies for a permit, he or she agrees to allow the inspection of the unit for violations. Prior to conducting such activities, the city must receive authorization from the occupant or a warrant.

-Should city staff receive an official complaint, the city will review the complaint from the occupant and determine if a violation is occurring through an official inspection. If it is determined the complaint is valid and a violation is present, city staff will notify the owner and/or agent. The owner and/or agent will be given sufficient time to correct the violation(s), prior to issuance of a summons to court and an occurrence noted on the residential unit.

Denial of a permit:

-A permit may be denied if it is determined that the property does meet zoning regulations, has a current violation that the owner and/or agent will not correct, or if it is determined that the owner and/or agent has made material misrepresentations about the condition of his/her property or status of ownership.

-Should the owner and/or agent appeal this decision, the procedure outlined within Section 4-914 will be followed.

Rental Permit Fee:

-A fee of \$25.00 will be applied to a rental permit upon approval for all owner and/or agents.

-The owner and/or agent must annually update the properties they own or manage with city staff.

-The \$25.00 fee will be applied annually to owners and/or agents that own or operate less than five (5) properties at the time of their annual property update. The owners and/or agents that operate five (5) or more properties will be exempt of the annual \$25.00 fee at the time of their annual update but will be required to pay their business license annually.

Business License:

-Property owners or agents that operate and maintain five (5) or more residential rental units will be required to obtain a business license.

-Property owners or agents operating less than five (5) will be required to obtain the Rental Permit and will be exempt from the business license requirement.

Business License Requirement for Property Rental

Currently the City of Florence does not require a business license for owners and/or agents operating rental properties. City staff consulted with twenty-five (25) other municipalities (to include Aiken, Myrtle Beach, Spartanburg, Sumter, Rock Hill, Greenville, and Columbia) within South Carolina regarding the status of a business license charge for the operation of rental property; in this consultation we found all of the municipalities had a business license charge to operate rental properties. This additional ordinance will include the requirement for owners and/or agents of commercial properties to obtain a business license.

To demonstrate the cost of a business license at the rate recommended by the Municipal Association, a one hundred (100) unit apartment complex, with a monthly rent of \$700, for a total annual gross income of \$840,000.00, the business license fee would be \$2,049.30.

Attached is the current Single-Family and Multi-Family Residential Rental Housing Registration ordinance and the Business License ordinance, with supplemental information illustrating the locations of residential rental properties, code violations, and additional information in relation to the Rental Housing Ordinance.

If you have any questions or concerns regarding this ordinance, please do not hesitate to contact me or Clint Moore. Thank you.

Randall S. Osterman

Rental Registry

Frequently Asked Questions



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As an owner or responsible local representative, where do I apply for a rental permit?

A rental permit may be obtained on the 2nd floor of the City Center in the Planning, Research, and Development Office located at 324 W. Evans Street.

Who is required to get a permit for the rental of residential rental unit(s)?

All residential rental units that are actively being rented must acquire a rental permit. The owner or the responsible local representative may obtain the rental permit for the unit(s).

If I purchase a rental property that currently has a rental permit by the previous owner, do I need to get a permit?

Yes, because rental permits are not transferrable. New owners and/or responsible local representatives are required to apply for a rental permit.

What is the cost of a rental permit?

The rental permit fee is \$25.00, no matter how many units you own or operate.

Do I have to get a rental permit annually and pay the fee annually?

Yes, a rental permit and payment of the permit fee is required annually for owners and/or responsible local representatives that operate four (4) or less units. The fee is waived for an owner and/or responsible local representative that operates five (5) or more units; however, they must update their list of residential rental units annually.

Will the City of Florence inspect my rental unit(s) prior to me being able to obtain a rental permit?

While a formal codes inspection is not required, owners and/or responsible local representatives will be asked to confirm that the residential units meet the applicable codes through a waiver. The City of Florence can provide an inspection at no cost upon the request of the property owner, local responsible representative, or tenant.



Rental Registry

Frequently Asked Questions



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Am I required to get a business license to operate my residential rental unit?

When you own or property manage four (4) or less residential rental units, you are exempt from the requirement of a business license. If you own or property manage five (5) or more rental units, a business license is required.

Are both the owner and local responsible representative required to get a business license?

Both the owner and the responsible local representative are required to obtain a business license if you own or manage five (5) or more rental units. The owner and/or responsible local representative will pay their business license fee based upon their individual gross income for the rental of the units.

Will the City of Florence impose new codes or requirements on my residential rental unit(s)?

The City of Florence will only apply existing codes that are currently adopted by the City of Florence to the residential rental unit(s) in the City of Florence.

If I have a unit that does not meet applicable codes, is there a penalty?

All residential rental unit(s) must meet the minimum standards outlined within the adopted codes of the City of Florence. If the unit does not meet the applicable codes, the unit may be subject to being assigned an occurrence.

What is an occurrence?

An occurrence is a violation of the building code, International Property Maintenance Code, or the Code of Ordinances of the City of Florence that applies to the habitability of the residential rental unit.



Rental Registry

Frequently Asked Questions



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If it is determined by the City of Florence that an occurrence is present, what steps are taken?

If it is found that a unit(s) do not meet the minimum code, the owner and/or the responsible local representative will be notified and issued a notice of violation. The notice of violation will give the owner and/or responsible local representative the time and the opportunity to correct the occurrence. If the owner and/or local representative does not make the required corrections, an occurrence will be assigned to that specific unit.

Can a rental permit application be denied?

A rental permit can be denied if it is determined that the property does not meet zoning regulations or has an outstanding violation.

Can a rental permit for a residential unit(s) be revoked?

A rental permit can be revoked and the ability to rent the unit can be denied if the unit accumulates three (3) occurrences within a rolling twelve (12) month window.

If my rental permit is revoked, how long is my ability to rent the unit suspended?

When the permit for a unit is revoked, the owner or responsible local representative may not apply for another permit to rent the unit until all citations and/or violations are remedied.





Owners/Responsible Local Representatives with five (5) or greater residential rental units

Effective June 15th, 2021 owners and agents of residential rental properties will be required to obtain a Rental Permit for the lease or rental of any property. Below is a step by step guide that will help you as an owner or agent in obtaining the permit.

STEP 1

Contact the Planning, Research, and Development office for a Rental Permit Application and for information regarding the application requirements and process. An application can be picked up at 324 W Evans Street on the 2nd floor in the Planning, Research, and Development office. If you would like to speak with someone regarding the permit, please call (843) 665-2047.

STEP 2

If you are a property owner that resides 50 miles outside of the city limits, then you must first procure a responsible local representative that is located within city limits or within 50 miles of the city limits that will act as the City's local contact. This representative may apply for the permit, as an agent of the owner.

STEP 3

A complete submittal to receive a Rental Permit will include the following: 1) a completed application; 2) a list of the residential units that you own and/or operate; 3) a signed and completed release form stating that your properties meet all municipal codes for the City of Florence. If you are unsure that a property meets these requirements, city staff will conduct a courtesy inspection upon your request; 4) contact information for the Responsible Local Representative.

STEP 4

Upon approval, a \$25 permit fee will be required.

STEP 5

After the Rental Permit has been approved, you must obtain a business license with the City of Florence. The business license office is located on the 4th floor of the City Center. If you have questions regarding the business license, please contact city staff at (843) 665-3173.

STEP 6

A Rental Permit is valid for one (1) year. Prior to the expiration of your permit and business license, it is your responsibility to re-apply and update your property list. A status of good standing with the City of Florence and a current Rental Permit must be obtained prior to business license renewal. For property owners and Responsible Local Representatives with greater than five (5) properties, the \$25 renewal fee is waived.



Owners/Responsible Local Representatives with less than five (5) residential rental units

Effective June 15th, 2021 owners and agents of residential rental properties will be required to obtain a Rental Permit for the lease or rental of any property. Below is a step by step guide that will help you as an owner or agent in obtaining the permit.

STEP 1

Contact the Planning, Research, and Development office for a Rental Permit Application and for information regarding the application requirements and process. An application can be picked up at 324 W Evans Street on the 2nd floor in the Planning, Research, and Development office. If you would like to speak with someone regarding the permit, please call (843) 665-2047.

STEP 2

If you are a property owner that resides 50 miles outside of the city limits, then you must first procure a responsible local representative that is located within city limits or within 50 miles of the city limits that will act as the City's local contact. This representative may apply for the permit, as an agent of the owner.

STEP 3

A complete submittal to receive a Rental Permit will include the following: 1) a completed application; 2) a list of the residential units that you own and/or operate; 3) a signed and completed release form stating that your properties meet all municipal codes for the City of Florence. If you are unsure that a property meets these requirements, city staff will conduct a courtesy inspection upon your request; 4) contact information for the Responsible Local Representative.

STEP 4

Upon approval, a \$25 permit fee will be required.

STEP 5

A Rental Permit is valid for one (1) year. Prior to the expiration, it is your responsibility to re-apply, update your property list, and be in good standing with the City of Florence to receive your new Rental Permit. A \$25 renewal fee will be applied annually.