

**REGULAR MEETING OF FLORENCE CITY COUNCIL**

**MONDAY, AUGUST 11, 2008 - 1:00 P.M.**

**CITY-COUNTY COMPLEX, CITY COUNCIL CHAMBERS, ROOM 604**

**FLORENCE, SOUTH CAROLINA**

**AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION**

*Pledge of Allegiance to the American Flag*

**III. APPROVAL OF MINUTES**

*Regular Meeting - July 14, 2008*

*Special Meeting - July 31, 2008*

**IV. SPECIAL HONORS AND RECOGNITIONS**

*Service Certificates*

*Adgie Kelly - 35 years - Public Works Department*

*Naomi Eaddy - 25 years - Police Department*

*Allen Heidler - 25 years - Police Department*

*Joseph Wallace - 20 years - Public Works Department*

*Drew Griffin - 20 years - Public Works Department*

*Phillip Leake - 20 years - Fire Department*

*Larry King - 10 years - Public Works Department*

*Thomas Brown - 10 years - Public Works Department*

**V. PUBLIC HEARING**

*A public hearing to receive citizens input on the proposed Ordinance to allow a referendum to be placed on the November 2008 General Election ballot, to allow for restaurant sales of alcoholic beverages on Sunday in the City of Florence.*

## **VI. APPEARANCE BEFORE COUNCIL**

- a. **Commandant Don Jones and Committee Chairman Clifford N. Gade - to request Council's support for the naming of the Florence Veterans Clinic in honor of Major Julian D. Dusenbury, USMC**
- b. **The Florence International Basketball Association 15U Team - Bronze Medal winners in the International Children's Games**
- c. **Mr. Wayne George, Senior Field Services Manager for the Municipal Association of South Carolina - to make a presentation to City Council**
- d. **Florence Phantoms - 2008 American Indoor Football Association Champions**

## **VII. ORDINANCES IN POSITION**

- a. **Bill No. 2008-13 - Second Reading**  
*An Ordinance to amend Section 2.5-Table III, Section 3.21, Section 5.2-Table VIII, Section 7.6, and Section 7.7 of the City of Florence Zoning Ordinance for setbacks, text errors, accessory structure rules and commercial and industrial property access.*  
*(Note: Staff has requested this item be deferred to a future meeting)*
- b. **Bill No. 2008-16 - Second Reading**  
*An Ordinance to amend Section 2.9 of the Consolidated Zoning Ordinance by adding to the existing Ordinance in order to create the Wilson Road Residential Overlay District associated with Design Guidelines and to provide for their enforcement and administration.*
- c. **Bill No. 2008-39 - Second Reading**  
*An Ordinance to annex and zone 35 +/- acres of property owned by the Presbytery Home of South Carolina located at 2350 West Lucas Street by amending the Zoning Atlas of the City of Florence.*
- d. **Bill No. 2008-40 - Second Reading**  
*An Ordinance to annex and zone property owned by Lamar C. and Deloris C. Horne located at 118 E. Shenandoah Lane to R-3, Single-Family Residential District by amending the Zoning Atlas of the City of Florence.*

## **VIII. INTRODUCTION OF ORDINANCES**

- a. **Bill No. 2008-42 - First Reading**  
*An Ordinance to abandon unopened right-of-way on North Guerry St.*

- b. **Bill No. 2008-43 - First Reading**  
*An Ordinance to authorize the execution and delivery of various documents in order to fund a portion of the costs associated with soil remediation of the former Bush Recycling Center; to authorize the execution and delivery of those documents in connection therewith; and other matters relating thereto.*

**IX. REPORTS TO COUNCIL**

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

**X. ADJOURN**

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, JULY 14, 2008 - 1:00 P.M.  
CITY-COUNTY COMPLEX, CITY COUNCIL CHAMBERS, ROOM 604  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT:** Mayor Frank E. Willis called the regular meeting to order at 1:00 p.m. The following members were present for the meeting: Councilman Frank J. Brand, II; Councilman Rick Woodard; Councilman William C. Bradham, Jr.; Councilman Ed Robinson; Mayor Pro tem Billy D. Williams; and Councilman Robert C. Holland, Jr.

**ALSO PRESENT:** David N. Williams, City Manager; Dianne M. Rowan, Municipal Clerk; James W. Peterson, Jr., City Attorney; Phillip Lookadoo, Director of Urban Planning and Downtown Development; Chief Randy Osterman, Florence Fire Department; Thomas Chandler, Director of Finance; Darene Stankus, Director of Human Resources; and Tom Shearin, Special Services Administrator.

Notices of this regular meeting were sent to the media informing them of the date, place and time of the meeting. Kevin Smetana of the Morning News was present.

**INVOCATION**

Mayor Pro tem Billy D. Williams gave the invocation, which was followed by the Pledge of Allegiance to the American Flag.

**APPROVAL OF MINUTES**

Councilman Bradham made a motion to approve the minutes of the Regular Meeting of June 16, 2008. Councilman Brand seconded the motion, which carried unanimously.

**SPECIAL HONORS AND RECOGNITIONS**

Brian Matthews was presented an educational recognition for receiving his "D" Water Treatment Operator Certification by the City of Florence.

On behalf of the City, Mayor Willis presented Mark Browder an educational recognition for receiving his "C" Water Treatment Operator Certification.

Michael Ward received a service certificate from Mayor Willis in recognition of completing 35 years of service with the City of Florence Fire Department.

Mayor Willis presented Carey Evans a service certificate recognizing his 30 years of service with the City of Florence Fire Department.

Michael Krell was presented a certificate by Mayor Willis in recognition of completing 20 years of service with the City of Florence Police Department.

Inspector Heidler accepted a service certificate on behalf of Stewart Johnson for completing 20 years of service with the City of Florence Police Department.

Jerome Daniels was presented a service certificate in recognition of completing 15 years of service with the City of Florence Public Works Department.

Mayor Willis presented a service certificate to Lacy King in recognition of completing 10 years of service with the City of Florence Public Works Department.

Michael Brandt received a service certificate from Mayor Willis in recognition of completing 10 years of service with the City of Florence Police Department.



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Mayor Willis presented Robert Drulis a certificate recognizing 10 years of service with the City of Florence Police Department.

Lee Davis received a service certificate from Mayor Willis recognizing 10 years of service with the Police Department.

Chief Randy Osterman received a service certificate on behalf of Gerald Hendrix for completing 10 years of service with the City of Florence Fire Department.

**APPEARANCE BEFORE COUNCIL**

**West Florence High School Boys Tennis Team**

Coach Charles Nelson and members of the West Florence High School Boys Tennis Team appeared before Council and were recognized for winning the 2008 State Championship.

**Mrs. Jayne Boswell, President, Florence Area Humane Society**

Mrs. Jayne Boswell, President of the Florence Area Humane Society, Mr. Jeff Murray, Chairman of the Board of Directors for the Bon-E-Fit Committee, Ms. Susan McDonald, Chairman for the Advisory Board of the Human Society, Dr. Tommy Phillips, and Mr. Chris Clark, Architect for the new animal shelter appeared before Council and reported on the progress that has been made toward a new animal shelter.

To date \$191,000 has been raised through the Bone-E-Fit fundraising event that has been held for the past two years. The Drs. Bruce and Lee Foundation have awarded a grant in the amount of \$250,000 for the new shelter and \$84,000 is available from a building campaign and some left over funds from a previous grant from the Drs. Bruce and Lee Foundation.

Mr. Chris Clark stated that he will be donating his fee to this project and is asking for donations of services or percentages of services and materials for the new shelter. Other than a few items to coordinate with mechanical, electrical and plumbing, the drawings are finished and are ready to be put out for bids. The building will be a pre-engineered steel building with a total cost of \$1.1 million dollars. With donated services, materials, concrete and steel and possibly a negotiated bid with a local contractor, the City may be able to save about 25% on the cost. This brings the cost to \$942,000. The proposed budget is around \$850,000. If the cost can be brought in under \$170 per square foot, a savings would be realized and would bring the project within the stipulated budget.

A final set of plans and a cost estimate will be available in approximately 3 weeks.

**The Greater Florence Chamber of Commerce and the Hospitality Association of South Carolina**

Mr. Tom Sponseller, President and CEO of the Hospitality Association of South Carolina appeared before Council and requested that council authorize City staff to draft an Ordinance that would allow the citizens of the City of Florence to decide if restaurants and on-premise locations should be allowed to sell alcohol on Sunday. State Law was changed a few years ago that allows city and county councils to authorize this by ordinance.

This is a win-win situation for the business community, local citizens, local government and the local economy. Based on the number of restaurants in the City of Florence and the number that would open on Sunday, and would pay the Sunday license fee, it is anticipated the restaurants in the City of Florence would gain approximately \$650,000 per month in sales. In

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restaurants in the surrounding areas that have already approved Sunday alcohol sales, the large increase in total sales has less than 15% from alcohol. 85% of the sales is for food, but the ability to sell alcohol generates new customers who typically went somewhere else or did not eat out at all on Sunday.

Historically throughout the state there has been no increase in crime or driving under the influence offenses in those communities that have previously approved Sunday sales of alcohol by restaurants.

The City of Florence will see an increase in city hospitality taxes, local option taxes, and the \$3,100 per year Sunday license fee paid by each restaurant all goes to the City and not the state.

In other areas of the state, Sunday alcohol sales has encouraged restaurants and hotels to annex into cities simply to increase their annual sales volume.

Mr. Tim Norwood, Chairman of the Greater Florence Chamber of Commerce, appeared before council and reported the Chamber's mission is to promote and enhance a favorable business climate and to improve the quality of life to make Florence County and the Pee Dee region the best community in South Carolina in which to live and operate a business. The Chamber feels that allowing the people to vote on the referendum to allow Sunday alcohol sales in restaurants will certainly enhance the quality of life in Florence. It will certainly increase the image in the area of economic development, as well as, increase sales tax and increase the opportunity for people to have a better quality of life in Florence. This will increase retail sales, increase tax revenues, increase license fees, annexation opportunities and allow bookings at the Civic Center. Mr. Norwood requested that Council allow the residents of Florence to vote on a referendum. Mr. Norwood stated the Chamber and the Hospitality Association are willing to participate with City Council in any way in the process to get this issue to the voters.

Mr. Sponseller added that this applies only to the restaurants in the City of Florence and does not apply to grocery stores or convenience stores. Only restaurants that have a liquor by the drink license are allowed to buy the Sunday permit. If they have only a beer and wine license they will not be allowed to open on Sunday unless they purchase the more expensive liquor license. The restaurant does not have to sell liquor but they do have to have the license to be allowed to open on Sunday.

The only way that alcohol can be sold on Sunday in South Carolina is for the voters to say yes to the referendum. If the voters say no then this question can not be asked again for at least four years.

City Council will need to have final reading on an Ordinance for the referendum to be allowed on the November ballot 60 days prior to the General Election of November 4, 2008.

Mr. Jim Peterson, City Attorney added that there is no legal requirement that City Council hold a public hearing, however in the past City Council has held a public hearing for these types of issues. Staff could draft an Ordinance for Council to consider at the August 11, 2008 meeting and also hold a public hearing to receive public input on this issue. Second reading of the ordinance would be held at a special meeting in order to meet the time requirement of 60 days prior to the general election.

It was the consensus of Council to authorize Staff to draft an Ordinance to come before Council at their August 11, 2008.

**ORDINANCES IN POSITION**

**BILL NO. 2008-13 - SECOND READING**

**AN ORDINANCE TO AMEND SECTION 2.5-TABLE III, SECTION 3.21, SECTION 5.2-TABLE VIII, SECTION 7.6, AND SECTION 7.7 OF THE CITY OF FLORENCE ZONING ORDINANCE FOR SETBACKS, TEXT ERRORS, ACCESSORY STRUCTURE RULES AND COMMERCIAL AND INDUSTRIAL PROPERTY ACCESS.**

An Ordinance to amend Section 2.5 Table III, Section 3.21, Section 5.2-Table VIII, Section 7.6, and Section 7.7 of the City of Florence Zoning Ordinance for Setbacks, Text Errors, Accessory Structure Rules and Commercial and Industrial Property Access was deferred on second reading.

**BILL NO. 2008-16 - SECOND READING**

**AN ORDINANCE TO AMEND SECTION 2.9 OF THE CONSOLIDATED ZONING ORDINANCE BY ADDING TO THE EXISTING ORDINANCE IN ORDER TO CREATE THE WILSON ROAD RESIDENTIAL OVERLAY DISTRICT ASSOCIATED WITH DESIGN GUIDELINES AND TO PROVIDE FOR THEIR ENFORCEMENT AND ADMINISTRATION.**

An Ordinance to amend Section 2.9 of the Consolidated Zoning Ordinance by adding to the existing ordinance in order to create the Wilson Road Residential Overlay District associated with Design Guidelines and to provide for their enforcement and administration was deferred on second reading.

Mr. Phillip Lookadoo reported that a public hearing on this issue was held before the Planning Commission in May, 2008 and a motion was made to defer this item for 90 days at which time the City Planning Commission could be formed and hear the request. The State Law states that the Planning Commission can only defer for a period of 30 days and the Planning Commission has to make a review and recommendation within that allowed time period. On June 24, 2008, which was still within that 30 day time period, the County/Municipal Planning Commission reviewed the item and they changed their decision. They recommended that city Council defer the item until the City Planning Commission could review it.

It is now up to City Council to take action to approve the request, deny the request or recommend the item to the City Planning Commission to review the request and bring a recommendation back to City Council.

Councilman Robinson stated that he felt this was an important matter to so many people and that all aspects need to be known, as to what City Council can and can not do and that nothing is left out. Councilman Robinson made a motion to recommend that Council follow the recommendation of the County/Municipal Planning Commission and refer the item to the City Planning Commission to give them a chance to review it on the feasibility and legal aspects and to bring a recommendation back to City Council. Councilman Bradham seconded the motion, which carried unanimously.

Councilman Robinson added that the residents were asking if there would be a moratorium on construction as relates to this ordinance.

Mr. Peterson responded that as there would be a pending ordinance in place that would change the allowed uses within the area affected by this overlay district, any construction that was not in compliance with the pending ordinance would not be allowed. The pending ordinance doctrine will still preclude, while this review is being conducted.

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**BILL NO. 2008-28 - SECOND READING**

**AN ORDINANCE TO REZONE PROPERTY OWNED BY MARY ALICE BUSCH LOCATED IN THE 1200 BLOCK OF HARMONY STREET FROM R-4, MULTI-FAMILY RESIDENTIAL, LIMITED TO R-5, MULTI-FAMILY RESIDENTIAL DISTRICT BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

An Ordinance to rezone property owned by Mary Alice Busch located in the 1200 block of Harmony Street from R-4, Multi-Family Residential, Limited to R-5, Multi-Family Residential District by amending the Zoning Atlas of the City of Florence has been withdrawn at the request of the applicant.

**BILL NO. 2008-31 - SECOND READING**

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY OF FLORENCE, SOUTH CAROLINA CODE OF ORDINANCES PERTAINING TO WATER AND SEWER CONNECTION CHARGES.**

An Ordinance amending Chapter 12 of the City of Florence, South Carolina, Code of Ordinances pertaining to water and sewer connection charges was adopted on second reading.

Mr. David Williams, City Manager, reported to Council at the June 16, 2008 regular City Council meeting, that this Ordinance would amend our existing utility ordinance and provide for the first time for customers to have a choice to pay tap fees over a period of time, up to three years, instead of all at one time, if they choose. This would pertain only to owner occupied residential housing that was already constructed as of January 1, 2008.

Councilman Brand made a motion to adopt Bill No. 2008-31 on second reading. Councilman Holland seconded the motion, which carried unanimously.

**BILL NO. 2008-32 - SECOND READING**

**AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF FLORENCE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2007, AND ENDING JUNE 30, 2008.**

An Ordinance to amend the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2007, and ending June 30, 2008 was adopted on second reading.

Mr. David Williams, City Manager, reported to Council at the June 16, 2008 regular City Council meeting, that this amendment to the current year's budget provides funds for a number of special projects that come up during the year and brings forward from unappropriated surplus funds to cover some of those things that are listed in the amendment. This covers a number of items that have come up during the year that were not previously budgeted.

Councilman Brand made a motion to adopt Bill No. 2008-32 on second reading. Councilman Bradham seconded the motion, which carried unanimously.

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**BILL NO. 2008-33 - SECOND READING**

**AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT IN ORDER TO PROVIDE FOR THE ACQUISITION OF TWO AUTO LOADING SANITATION TRUCKS; TO PROVIDE THE TERMS AND CONDITIONS OF SUCH LEASE/PURCHASE AGREEMENT; TO PROVIDE FOR THE GRANTING OF A SECURITY INTEREST TO SECURE ALL OBLIGATIONS OF LESSEE UNDER THE LEASE/PURCHASE AGREEMENT; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY OR APPROPRIATE TO THE CONSUMMATION OF SUCH LEASE/PURCHASE AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

An Ordinance to authorize the execution and delivery of a Lease Purchase Agreement in order to provide for the acquisition of two auto loading sanitation trucks; to provide the terms and conditions of such lease/purchase agreement; to provide for the granting of a security interest to secure all obligations of lessee under the lease/purchase agreement; to authorize the execution and delivery of all documents necessary or appropriate to the consummation of such lease/purchase agreement; and to provide for other matters related thereto was adopted on second reading.

Mr. David Williams, City Manager, reported to Council at the June 16, 2008 regular City Council meeting, that it has been determined that the most economical way for the City of Florence to purchase two new replacement sanitation trucks would be through a lease/purchase agreement. City Council must grant the authority to enter into any debt or lease instrument, such as this. This Ordinance would allow staff to enter into that agreement to purchase these two trucks.

Councilman Brand made a motion to adopt Bill No. 2008-33 on second reading. Councilman Bradham seconded the motion, which carried unanimously.

**BILL NO. 2008-34 - SECOND READING**

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY ASHISH AND PARAMESWARAN BHUVANA SHANKAR LOCATED AT 2516 WEST ANDOVER ROAD TO R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

An Ordinance to annex and zone property owned by Ashish and Parameswaran Bhuvana Shankar located at 2516 West Andover Road to R-1, Single-Family Residential District by amending the Zoning Atlas of the City of Florence was adopted on second reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council at the June 16, 2008 regular City Council meeting, that an annexation and zoning request has been received by Mr. & Mrs. Ashish Shankar for property located at 2516 W. Andover Road, shown more specifically on Tax Map 90-006, Block 2, Parcel 9.

The property is currently developed as a single-family residence and is currently unzoned. The applicant is proposing to zone the property to R-1, Single-Family Residential District, pending annexation approval by the City of Florence.

The property is contiguous to the City limits with both water and sewer services available. The property is located in the Windsor Forest Subdivision.

A Public Hearing for the zoning request for R-1, Single-Family Residential District was approved unanimously by the Florence County/Municipal Planning Commission at their May 27, 2008 meeting.

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Councilman Bradham made a motion to adopt Bill No. 2008-34 on second reading. Councilman Woodard seconded the motion, which carried unanimously.

**BILL NO. 2008-35 - SECOND READING**

**AN ORDINANCE TO ANNEX AND ZONE PROPERTIES OWNED BY STEVEN D. AND JENNIFER B. MCKAY, RELIANCE BUILDERS, INC., MICHAEL F. DEHOOGHE AND PAMELA A. CLARK, THOMAS J. AND MICHELENE SHEEHY, JOHN A. AND DENISE PARNELL, RICHARD L. JR. AND JULIE S. KNIGHT, JEFFREY W. AND DANA M. CHEAK, KENNETH LANGE AND PAMELA STELLMANN RIES LOCATED ON RAINFORD ROAD AND HONOR COVE TO R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

An Ordinance to annex and zone properties owned by Steven D. and Jennifer B. McKay, Reliance Builders, Inc., Michael F. DeHooche and Pamela A. Clark, Thomas J. and Michelene Sheehy, John A. and Denise Parnell, Richard L. Jr. and Julie S. Knight, Jeffrey W. and Dana M. Cheak, Kenneth Lange and Pamela Stellmann Ries located on Rainford Road and Honor Cove to R-1, Single-Family Residential District by amending the Zoning Atlas of the City of Florence was adopted on second reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council at the June 16, 2008 regular City Council meeting, that an annexation and zoning request has been received by several owners in the Windsor Forest Subdivision for properties located on Honor Cove and Rainford Road, shown more specifically on Tax Map 01221, Block 1, Parcels 230, 233, 234, 235, 236, 237, 240 and 241.

This property is currently unzoned and is occupied by 2 homes developed as single-family residential on Rainford Road and 4 homes developed as single-family residential on Honor Cover. Currently 1 vacant parcel on Rainford Road and 1 vacant parcel on Honor Cove are not developed as single-family residential. The properties are contiguous to the City limits with both water and sewer available.

The applicant has not indicated any proposed land use change at this time. The applicant is proposing to zone the subject properties to R-1, Single-Family Residential District, pending annexation approval by the City of Florence.

The zoning request was approved unanimously by the eight Planning Commission members present for the meeting held May 27, 2008.

Councilman Brand made a motion to adopt Bill No. 2008-35 on second reading. Councilman Bradham seconded the motion, which carried unanimously.

**BILL NO. 2008-36 - SECOND READING**

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY CORNELIA G. HILL LOCATED AT 160 NORTH LAKEWOOD DRIVE TO R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

An Ordinance to annex and zone property owned by Cornelia G. Hill located at 160 North Lakewood Drive to R-1, Single-Family Residential District by amending the Zoning Atlas of the City of Florence was adopted on second reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council at the June 16, 2008 regular City Council meeting, that an annexation and zoning request has been received by Cornelia G. Hill for property located at 160 N. Lakewood Drive, located in the

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Lakewood Subdivision. The property is shown more specifically on Florence County Tax Map 90009, Block 4, Parcel 8, consisting of 0.546 acres.

The property is contiguous to the City limits with both water and sewer services available.

The zoning request was unanimously approved at the Florence County/Municipal Planning Commission meeting that was held on May 27, 2008.

Councilman Bradham made a motion to adopt Bill No. 2008-36 on second reading. Councilman Holland seconded the request, which carried unanimously.

**BILL NO. 2008-37 - SECOND READING**  
**AN ORDINANCE TO AMEND THE CONSOLIDATED ZONING ORDINANCE TO**  
**CREATE THE CITY OF FLORENCE ZONING ORDINANCE.**

An Ordinance to amend the Consolidated Zoning Ordinance to create the City of Florence Zoning Ordinance was adopted on second reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council at the June 16, 2008 regular City Council meeting, that this is basically an amendment to change any reference to the Florence County/Municipal Planning Commission to read City of Florence Planning Commission in the Zoning Ordinance.

Also, at the time the City of Florence enacted the changes in the Zoning Ordinance for the NPDES Phase II Stormwater Regulations, a couple of the numbering systems were changed. This ordinance will correct the section numbers inside the Zoning Ordinance and at the same time will create the City of Florence Zoning Ordinance.

A Public Hearing for these text amendments was held at the May 27, 2008 Florence County/Municipal Planning Commission meeting and was approved unanimously.

Mr. Lookadoo added that since first reading was given to this Ordinance, staff discovered a couple of corrections that needed to be made. The first was that the Ordinance that made the changes would allow accessory apartments in the R-1 District, which is not allowed. The second change is in the tables located in Section A that deals with signs. One table states how many, what kind and the dimensions of the signs and another table deals with where they can be located. The headings were changed on these two tables. The index in the front of the book was also changed as a result of these two corrections. These are clerical errors that staff wanted to make Council aware of.

Councilman Brand made a motion to amend Bill No. 2008-37 on second reading. Councilman Holland seconded the motion, which carried unanimously.

Councilman Holland made a motion to adopt Bill No. 2008-37 as amended on second reading. Councilman Bradham seconded the motion, which carried unanimously.

**BILL NO. 2008-38 - SECOND READING**  
**AN ORDINANCE AUTHORIZING THE TRANSFER OF PARCELS LOCATED IN THE**  
**BLOCK BOUNDED BY BAROODY STREET, IRBY STREET, WEST EVANS STREET,**  
**AND COIT STREET, AND BEING THE PARCELS DESIGNATED AS TAX MAP 90-**  
**167-01-008, 90-167-01-015, 90-167-01-016, 90-167-01-017, 90-167-01-019, AND 90-167-01-**  
**022 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR.**

An Ordinance authorizing the transfer of parcels located in the block bounded by Baroody Street, Irby Street, West Evans Street, and Coit Street, and being the parcels designated as Tax Map 90-167-01-008, 90-167-01-015, 90-167-01-016, 90-167-01-017, 90-167-01-019, and

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90-167-01-022 in the records of the Florence County Tax Assessor was adopted on second reading.

Mr. Jim Peterson, City Attorney reported to Council at the June 16, 2008 regular City Council meeting, that this is the property that is commonly referred to as the public parking lot property that the City owns. City Council had voted a few months back to engage in an exchange of property with the County, regarding a transfer of this property to the County in return for a transfer from the County to the City of the property on West Evans Street that had been the County Planning Department. By Ordinance and Statute, for the City to execute a deed transferring property the transfer must be approved by Ordinance. This Ordinance is following through on that as the City approaches the closing on that property to approve the exchange of the property.

Councilman Holland made a motion to adopt Bill No. 2008-38 on second reading. Councilman Bradham seconded the motion, which carried unanimously.

**INTRODUCTION OF ORDINANCES**

**BILL NO. 2008-39 - FIRST READING**

**AN ORDINANCE TO ANNEX AND ZONE 35 +/- ACRES OF PROPERTY OWNED BY THE PRESBYTERY HOME OF SOUTH CAROLINA LOCATED AT 2350 WEST LUCAS STREET BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

An Ordinance to annex and zone 35 +/- acres of property owned by the Presbytery Home of South Carolina located at 2350 West Lucas Street by amending the Zoning Atlas of the City of Florence was passed on first reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council that an annexation and zoning request has been received by the Presbyterian Home of South Carolina for property located at 2350 West Lucas Street. This property is shown more specifically on Florence County Tax Map 00121, Block 1, Parcel 19 and 79 and consists of approximately 35 acres. The property is contiguous to the city limits with water and sewer services provided by the City of Florence. The public hearing for the zoning request to a Planned Development District was heard on June 24, 2008 at the County/Municipal Planning Commission meeting and was approved unanimously.

Mayor Pro tem Williams made a motion to pass Bill No. 2008-39 on first reading. Councilman Holland seconded the motion, which was unanimously approved.

**BILL NO. 2008-40 - FIRST READING**

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY LAMAR C. AND DELORIS C. HORNE LOCATED AT 118 E. SHENANDOAH LANE TO R-3, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

An Ordinance to annex and zone property owned by Lamar C. and Deloris C. Horne located at 118 E. Shenandoah Lane to R-3, Single-Family Residential District by amending the Zoning Atlas of the City of Florence was passed on first reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported that an annexation and zoning request has been received by Lamar C. and Deloris C. Horne for property located at 118 E. Shenandoah Lane. The property is shown more specifically on Florence County



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Tax Map 90096, Block 5, Parcel 3 and consists of approximately 0.685 acres. The property is contiguous to the city limits with water and sewer services provided by the City of Florence. The zoning request to R-3, Single-Family Residential District was approved unanimously at the Florence County/Municipal Planning Commission meeting held June 24, 2008.

Mayor Pro tem Williams made a motion to pass Bill No. 2008-40 on first reading. Councilman Brand seconded the motion, which carried unanimously.

**INTRODUCTION OF RESOLUTIONS**

**RESOLUTION NO. 2008-08**

**A RESOLUTION TO PARTICIPATE IN THE SOUTH CAROLINA OTHER RETIREMENT BENEFITS PROGRAM, SPONSORED AND COORDINATED BY THE MUNICIPAL ASSOCIATION OF SOUTH CAROLINA (MASC) TO FUND OTHER POST-EMPLOYMENT BENEFITS (OPEB) LIABILITIES REPORTED IN ACCORDANCE WITH THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 45 (GASB 45).**

A Resolution to participate in the South Carolina Other Retirement Benefits Program, sponsored and coordinated by the Municipal Association of South Carolina (MASC) to fund Other Post Employment Benefits (OPEB) liabilities reported in accordance with the Governmental Accounting Standards Board statement No. 45 (GASB 45) was adopted by Council.

Mr. David Williams reported that the Resolution before Council is a requirement of the Municipal Association of South Carolina if the City of Florence is to participate in their program that was set up to take care of cities and towns across the state that are impacted by the Other Post Employment Benefits Program (OPEB), which Council has already funded as a part of the budget.

GASB 45 requires that the City of Florence set aside funds for the future payment of retirement health insurance benefits. The trust that has been established by the Municipal Association, SC ORBIT (South Carolina Other Retirement Benefit Investment Trust) currently has 9 cities and/or entities enrolled with 18 other entities anticipated to join.

Councilman Bradham made a motion to adopt Resolution No. 2008-08. Councilman Holland seconded the motion, which carried unanimously.

**RESOLUTION NO. 2008-09**

**A RESOLUTION TO AMEND RESOLUTION NO. 98-05 PERTAINING TO THE CITY OF FLORENCE RETIREMENT BENEFITS PROGRAM FOR THE SHARED PURCHASE OF HEALTH INSURANCE.**

A Resolution to amend Resolution No. 1998-05 pertaining to the City of Florence Retirement Benefits Program for the Shared Purchase of Health Insurance was adopted by Council.

Mr. David N. Williams, City Manager reported that Resolution No. 2008-09 relates to the previous Resolution in that in 1998 City Council adopted a Resolution that set up the retiree health insurance benefit for retired City of Florence employees. This Resolution would amend Resolution No. 98-05 to bring it into compliance with the SC ORBIT requirements of having only 2 tiers of eligibility for participation for retirees related to the number of years of service. Basically it would require an employee to have 20 years of continuous service with the City of

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Florence upon retirement in order to qualify for 50% of their health insurance to be paid for by the City and 25 years of continuous service to qualify for 100% of that benefit to be paid. The City's existing program has 5 or 6 tiers. For consistency the Trust requires there be only 2 tiers. This Resolution would bring the City's program into line with the Trust.

Councilman Holland made a motion to adopt Resolution No. 2008-09. Councilman Brand seconded the motion, which carried unanimously.

**RESOLUTION NO. 2008-10**

**A RESOLUTION BY THE CITY OF FLORENCE TO AUTHORIZE THE BUILDING COMMISSION OF THE CITY AND COUNTY OF FLORENCE TO CONVEY TO THE COUNTY OF FLORENCE THAT PORTION OF TAX PARCEL 90-167-02-007 LYING WEST OF IRBY STREET.**

A Resolution by the City of Florence to authorize the Building Commission of the City and County of Florence to convey to the County of Florence that portion of tax parcel 90-167-02-007 lying west of Irby Street was adopted by Council.

Mr. David Williams, City Manager reported that this Resolution will authorize the Building Commission to convey a piece of property that is located directly across the street from the City County Complex to Florence County. The property is on the corner of Irby and Baroody Streets and is currently being used as employee parking. This is a piece of property that is owned by the Building Commission and is a part of a parcel that the City County Complex sits on. The assets of the Building Commission are owned jointly by the City and the County and in order for the Building Commission to convey this property to the County; they have to have authorization from City Council. The County will use this property in their modifications of parking for the City County Complex.

Councilman Brand made a motion to adopt Resolution No. 2008-10. Councilman Holland seconded the motion, which carried unanimously.

**REPORTS TO COUNCIL**

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

**ACCOMMODATIONS TAX ADVISORY COMMITTEE**

Councilman Bradham made a motion to reappoint Dr. Benjamin Woods to serve on the Accommodations Tax Advisory Committee. Councilman Holland seconded the motion, which carried unanimously.

Dr. Benjamin Woods was reappointed to serve on the Accommodations Tax Advisory Committee for a term to begin July 1, 2008 and end June 30, 2011.

**CITY OF FLORENCE ZONING BOARD OF APPEALS**

Councilman Bradham made a motion to appoint Mr. Larry Chewing to serve on the City of Florence Zoning Boards of Appeals. Councilman Brand seconded the motion, which carried unanimously.

Mr. Larry Chewing was appointed to serve on the City of Florence Zoning Board of Appeals for a term to begin July 1, 2008 and end June 30, 2010.

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Mayor Willis made a motion to appoint Mrs. Mary C. Hepburn to serve on the City of Florence Zoning Board of Appeals. Councilman Brand seconded the motion, which carried unanimously.

Mrs. Mary Hepburn was appointed to serve on the City of Florence Zoning Board of Appeals for a term to begin July 1, 2008 and end June 30, 2011.

**CITY-COUNTY BUILDING COMMISSION**

Councilman Holland made a motion to reappoint Mr. Kendall B. Hiller to serve on the City-County Building Commission. Councilman Bradham seconded the motion, which carried unanimously.

Mr. Kendall Hiller was reappointed to serve on the City-County Building Commission for a term to begin July 1, 2008 and end June 30, 2012.

**CIVIC CENTER COMMISSION**

Councilman Holland made a motion to reappoint Mrs. Roy Ann Jolley to serve on the Civic Center Commission. Councilman Brand seconded the motion, which carried unanimously.

Mrs. Jolley was reappointed to serve on the Civic Center Commission for a term to begin July 1, 2008 and end June 30, 2012.

Councilman Robinson made a motion to appoint Ms. Ann Scott to serve on the Civic Center Commission. Mayor Pro tem Williams seconded the motion, which carried unanimously.

Ms. Ann Scott was appointed to serve on the Civic Center Commission for a term to begin July 1, 2008 and end June 30, 2012.

**CITY OF FLORENCE DESIGN REVIEW BOARD**

Mayor Pro tem Williams made a motion to reappoint Mr. Gary Brown to serve on the City of Florence Design Review Board. Councilman Holland seconded the motion, which carried unanimously.

Mr. Gary Brown was reappointed to serve on the City of Florence Design Review Board for a term to begin July 1, 2008 and end June 30, 2012.

Mayor Pro tem Williams made a motion to reappoint Mr. Cary Andrews to serve on the City of Florence Design Review Board. Councilman Holland seconded the motion, which carried unanimously.

Mr. Cary Andrews was reappointed to serve on the City of Florence Design Review Board for a term to begin July 1, 2008 and end June 30, 2012.

Mayor Pro tem Williams made a motion to reappoint Mr. Johnny Mashack to serve on the City of Florence Design Review Board. Councilman Holland seconded the motion, which carried unanimously.

Mr. Johnny Mashack was reappointed to serve on the City of Florence Design Review Board for a term to begin July 1, 2008 and end June 30, 2012.

Mayor Pro tem Williams made a motion to reappoint Mr. John M. Scott to serve on the City of Florence Design Review Board. Councilman Holland seconded the motion, which carried unanimously.

Mr. John M. Scott was reappointed to serve on the City of Florence Design Review Board for a term to begin July 1, 2008 and end June 30, 2012.

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**HISTORICAL COMMISSION**

Appointments to this Commission were deferred until the August, 2008 meeting.

**HOUSING AUTHORITY BOARD**

Mayor Willis recommended Mr. Gary Crawford to serve on the Housing Authority Board. Councilman Woodard made a motion to appoint Mr. Gary Crawford to serve on the Housing Authority Board. Councilman Holland seconded the motion, which carried unanimously.

Mr. Gary Crawford was appointed to serve on the Housing Authority Board for a term to begin July 1, 2008 and end June 30, 2013.

**PARKS, BEAUTIFICATION AND LEISURE SERVICES COMMISSION**

Mayor Pro tem Williams made a motion to reappoint Mr. Walter W. Sallenger to serve on the Parks, Beautification and Leisure Services Commission. Councilman Brand seconded the motion, which carried unanimously.

Mr. Walter Sallenger was reappointed to serve on the Parks, Beautification and Leisure Services Commission for a term to begin July 1, 2008 and end June 30, 2013.

Mayor Pro tem Williams made a motion to reappoint Mr. Zavon Felton to serve on the Parks, Beautification and Leisure Services Commission. Councilman Brand seconded the motion, which carried unanimously.

Mr. Zavon Felton was reappointed to serve on the Parks, Beautification and Leisure Services Commission for a term to begin July 1, 2008 and end June 30, 2013.

Mayor Pro tem Williams made a motion to reappoint Mr. Jamie Young to serve on the Parks, Beautification and Leisure Services Commission. Councilman Brand seconded the motion, which carried unanimously.

Mr. Jamie Young was reappointed to serve on the Parks, Beautification and Leisure Services Commission for a term to begin July 1, 2008 and end June 30, 2013.

Councilman Bradham requested the remaining vacancy be deferred until the August meeting.

**PEE DEE REGIONAL AIRPORT AUTHORITY**

Councilman Brand made a motion to appoint Mr. Randell E. Gelzer, Sr. to serve on the Pee Dee Regional Airport Authority. Councilman Holland seconded the motion, which carried unanimously.

Mr. Randell E. Gelzer, Sr. was appointed to serve on the Pee Dee Regional Airport Authority for a term to begin July 1, 2008 and end June 30, 2012.

**COMMENTS BY COUNCILMAN BUDDY BRAND REGARDING NON-PARTISAN ELECTIONS IN THE CITY OF FLORENCE**

Councilman Brand stated that he had received a number of questions from citizens as to why the City of Florence has partisan elections. The City of Florence is one of only six cities in South Carolina that conduct partisan elections. Councilman Brand requested Mr. Jim Peterson, City Attorney to research this issue and provide Council with a legal memo outlining the process

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to follow in order to address a possible change from partisan elections to non-partisan elections. Councilman Brand added this should be decided by the voters and not by City Council and requested the City Attorney to provide the information to Council within the next two weeks so that Council will have time to make a decision as to whether or not to set a referendum for the citizens to vote on. Councilman Brand feels non-partisan elections will give everyone an opportunity to vote for any of the Councilmembers and the Mayor.

Mayor Pro tem Williams and Councilman Robinson are not in favor of changing to non-partisan elections for various reasons. Mayor Pro tem Williams requested to leave things as they are until after the November general election and address this issue in January, 2009. Mayor Pro tem Williams feels the system should be left as is and that changing the method would put more hardship on minorities to be elected to City Council. Councilman Robinson feels if there is not a problem to leave things as they are and also feels it is not in the best interest of the minority community to change to non-partisan elections.

Councilman Bradham is in favor of non-partisan elections and supported Councilman Brand's request to have this issue researched.

Councilman Woodard stated he has been pro non-partisan for approximately 10 years. Councilman Woodard feels the non-partisan method allows equal access to the people to run for office and equal access to the people to vote. This change would also have to go to the Justice Department for pre-clearance and if they feel it is unfair in any way they will require additional stipulations be added. Councilman Woodard added there would be no harm to have this issue researched and he would like to see the data. He feels the current system is broken and would like to see it fixed. Councilman Woodard stated that out of 350 cities in South Carolina there are only six that have partisan elections and he feels it is time for City Council to look at this issue.

Councilman Brand stated he would like for the City Attorney to move forward with researching this issue.

**ADDENDUM TO THE AGENDA**

**COUNCILMAN ED ROBINSON - TO GIVE AN UPDATE ON THE HOUSING DEVELOPMENT GROUP**

Councilman Robinson reported that since the July meeting, the Housing Development Group held a parade to bring attention to what they would like to accomplish. Some people in the community feel this is a responsibility of council but is not and the citizens in these areas need to find way to uplift their community. This proposed program is a way of accomplishing that. Councilman Robinson stated that City Council has been very supportive as to what council can do to make it a reality. Councilman Robinson has been working with members of the Home Builders Association and is overwhelmed with the support he has received from them. The Home Builders Association has agreed to build two houses at a very reasonable rate. Councilman Robinson has also spoken with Mr. Tom Marschel of the Greater Florence Chamber of Commerce and Mr. Marschel is in support of this concept. The Housing Authority is working

with the Housing Development Group to find qualified buyers for these homes. The City Manager has offered support and will allow the city to help as much as they are legally able to do. Councilman Robinson stated that something needs to be done to encourage development and to do that it has to be done from private organizations with the help and support of City Council. Councilman Robinson stated he is trying to promote and encourage the community and that his goal is to improve the lives of the people represented in these areas. The Housing Development

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Group will be looking for qualified applicants to apply for these houses. Also, the community needs to participate in building these houses to uplift the neighborhoods. Councilman Robinson requested the city to allow staff to prepare documents needed for the group to obtain a lot to build a house on. The consensus of Council was for staff to move forward with feedback to see how the city can offer support to this program.

**EXECUTIVE SESSION**

Mayor Willis stated there were two items to be discussed in Executive Session; a Contractual Matter and a Personnel Matter.

Mayor Pro tem Williams made a motion to enter into Executive Session. Councilman Holland seconded the motion, which carried unanimously.

Council entered into Executive Session at 2:44 p.m.

Mayor Willis reconvened the regular meeting at 3:03 p.m.

Mayor Willis stated a Contractual Matter was discussed in Executive Session that pertained to additional funding needed for a project.

Councilman Holland made a motion to instruct the City Manager to proceed with the balance of financial needs for this project and have staff move forward. Councilman Woodard seconded the motion, which carried unanimously.

As relates to the personnel matter, Councilman Woodard made a motion to authorize the Mayor to extend to the City Manager the agreement as discussed in Executive Session. Councilman Brand seconded the motion, which carried unanimously.

**ADJOURN**

There being no further business to discuss. Mayor Pro tem Williams made a motion to adjourn the meeting. Councilman Holland seconded the motion, which carried unanimously.

The meeting was adjourned at 3:05 p.m

Dated this \_\_\_\_\_ day of August, 2008.

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

\_\_\_\_\_  
Frank E. Willis, Mayor

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
THURSDAY, JULY 31, 2008 - 4:30 P.M.  
CITY-COUNTY COMPLEX, CITY MANAGER'S CONFERENCE ROOM, #605  
FLORENCE, SOUTH CAROLINA**

**PRESENT:** Mayor Pro tem Billy D. Williams called the special meeting to order at 4:30 p.m. with the following members present: Councilman "Buddy" Brand, Councilman William C. Bradham, Jr., Councilman Robert C. Holland, Jr., and Councilman Edward Robinson. Councilman Richard L. Woodard arrived at 4:36 p.m. Mayor Frank Willis recused himself from the meeting due to a potential conflict of interest. The signed Notification of Recusal is attached and is a part of the official record of this meeting.

**ALSO PRESENT:** David N. Williams, City Manager; Dianne M. Rowan, Municipal Clerk; and James W. Peterson, Jr., City Attorney.

Notices of this special meeting were mailed to the media informing them of the date, place and time of the special meeting. Chuck Tomlinson of the Morning News was present for the meeting.

**INTRODUCTION OF ORDINANCES**

**BILL NO. 2008-41 - FIRST READING**

**AN ORDINANCE TO AMEND ORDINANCE NO. 2008-04 TO CHANGE THE DEADLINE FOR PARTIES TO CERTIFY CANDIDATES TO THE MUNICIPAL ELECTION COMMISSION FROM AUGUST 15, 2008 TO SEPTEMBER 5, 2008, WHICH MATCHES THE STATUTORY GUIDANCE THAT THE DEADLINE BE 60 DAYS PRIOR TO THE GENERAL ELECTION.**

An Ordinance to amend Ordinance No. 2008-04 to change the deadline for parties to certify candidates to the Municipal Election Commission from August 15, 2008 to September 5, 2008 which matches the statutory guidance that the deadline be 60 days prior to the General Election was passed on first reading.

Councilman Brand made a motion to pass Bill No. 2008-41 on first reading. Councilman Holland seconded the motion, which carried unanimously.

**ADJOURN**

There being no further business to discuss, Councilman Brand made a motion to adjourn the meeting. Councilman Holland seconded the motion, which carried unanimously.

The Special Meeting was adjourned at 4:35 p.m.

Dated this \_\_\_\_\_ day of August, 2008.

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

\_\_\_\_\_  
Frank E. Willis, Mayor

**STAFF REPORT  
TO THE  
FLORENCE CITY COUNCIL  
December 3, 2007  
PC#2007-63**

**VII. a.  
Bill No. 2008-13  
Second Reading**

**SUBJECT:** Request for amendments to Section 2.5-Table III, Section 3.21, Section 5.2-Table VIII, Section 7.6, and Section 7.7 of the Consolidated Zoning Ordinance for setbacks, text errors, accessory structure rules and commercial and industrial property access.

**APPLICANT:** Florence County/Municipal Planning Department Staff

**STAFF ANALYSIS:**

During recent reviews of continuing issues in the community for setbacks and buffers between conflicting land uses, the Planning Commission and staff have determined that several changes should be made.

1. The amendments to Section 2.5 Table III (a) shall re-establish the minimum rear and side yard setback requirements between development of non-residential uses in the commercial zoning districts and adjacent residential zoning districts to lessen the potential negative impact between these uses. Non-residential use development adjacent to like uses shall observe the current setbacks and (b) shall correct typographical errors to the lot width requirements for the B-5, B-6, RU-1 and RU-2 Zoning Districts.
2. The amendment to Section 5.2-Table VIII shall delete reference to information that has been removed from the Ordinance as a part of the amendment process.
3. The amendment to Section 3.21 shall establish minimum required setbacks for all other uses other than commercial and industrial uses in unzoned areas.
4. The amendment to Section 7.6 shall specifically establish a maximum square footage of accessory structures in residential districts.
5. The amendment to Section 7.7 shall establish criteria for prohibiting access to commercial and industrial properties by way of residential zones.
6. If adopted, the amendment for Section 2.5 Table III shall become effective June 1, 2008. All other amendments shall be effective upon adoption.

**NOTE:**

Text amendments to the Sections for revisions to current text shall be designated by strikethrough and with amended text in bold. Amendment to the text of the Sections for additions shall be designated by bold lettering only.



**AMENDMENT REQUEST (1):**

**A. The current text of Section 2.5 Table III: Schedule of Lot Area, Yard, Setback, Height, Density, Floor area, and Impervious Surface Requirements for Residential, Business and Rural Districts reads as follows:**

| District | Minimum Lot Area (a) |                 | Lot Width (ft) | Front Yard Setback (b) | Side Yard Setback |         | Rear Yard Setback |         | Max Hgt. (ft) (c) | Max Impervious Surface Ratio (%) | Max. Floor Area Ratio: Non-Res. Uses (d) |
|----------|----------------------|-----------------|----------------|------------------------|-------------------|---------|-------------------|---------|-------------------|----------------------------------|--|
|          | Residential          | Non-Residential |                |                        | Res               | Non Res | Res               | Non Res |                   |                                  |  |
| R-1      | 15,000               | 30,000          | 100            | 25                     | 10                | 50      | 30                | 60      | 38                | 40                               | 0.25                                     |
| R-2      | 10,000               | 20,000          | 80             | 25                     | 8                 | 25      | 25                | 50      | 38                | 45                               | 0.30                                     |
| R-3      | 6,000                | 12,000          | 50             | 25                     | 5                 | 25      | 25                | 50      | 38                | 45                               | 0.30                                     |
| R-4      | 6,000                | 12,000          | 50             | 25                     | 5                 | 25      | 20                | 40      | 38                | 45                               | 0.30                                     |
| R-5      | 6,000                | 12,000          | 50             | 25                     | 5                 | 25      | 20                | 40      | 4 stories         | 70                               | 0.30                                     |
| B-1      | 5,000                | 5,000           | 50             | 35                     | 5                 | 5       | 20                | 20      | 38                | 70                               | 0.30                                     |
| B-2      | 5,000                | 5,000           | 50             | 35                     | 5                 | 5       | 20                | 20      | 38                | 80                               | 0.50                                     |
| B-3      | 5,000                | 5,000           | 50             | 35                     | 5                 | 5       | 20                | 20      | (e)               | 90                               | None                                     |
| B-4      | NA                   | None            | None           | None                   | NA                | None    | NA                | None    | (e)               | 100                              | None                                     |
| B-5      | NA                   | 10,000          | 10,000         | 35                     | NA                | 10      | NA                | 25      | (e)               | 90                               | None                                     |
| B-6      | NA                   | 10,000          | 10,000         | 35                     | NA                | 10      | NA                | 25      | (e)               | 90                               | None                                     |
| RU-1     | 15,000               | 15,000          | 15,000         | 35                     | 10                | 10      | 30                | 30      | 38                | 40                               | 0.25                                     |
| RU-2     | 87,120               | 43,560          | 43,560         | 35                     | 15                | 50      | 30                | 60      | 38                | 20                               | 0.15                                     |

Notes to Table III

a – Lot area is expressed in square feet.

b – Measurement from front property line.

c – Measurement from average elevation of finished grade of the front of the structure.

d – Total floor measured as a percent of total lot area

e – There is no maximum: provided side and rear setbacks shall increase by one (1) foot for each two (2) feet in height over thirty-five (35) feet for buildings outside of the B-4 District; further provided that approval of buildings over thirty-five (35) feet shall be based on fire ladder capabilities as determined by the Fire Department with jurisdiction.

N/A = Not Applicable

**B. The amended text to Section 2.5 Table III: Schedule of Lot Area, Yard, Setback, Height, Density, Floor area, and Impervious Surface Requirements for Residential, Business and Rural Districts for setbacks requirements and corrections for typographical errors shall read as follows:**

| District | Minimum Lot Area (a) |                 | Lot Width (ft)           | Front Yard Setback (b) | Side Yard Setback |         | Rear Yard Setback |         | Max Hgt. ft (c) | Max Impervious Surface Ratio (%) | Max. Floor Area Ratio: Non-Res. Uses (d) |
|----------|----------------------|-----------------|--------------------------|------------------------|-------------------|---------|-------------------|---------|-----------------|----------------------------------|--|
|          | Residential          | Non Residential |                          |                        | Res               | Non Res | Res               | Non Res |                 |                                  |  |
| R-1      | 15,000               | 30,000          | 100                      | 25                     | 10                | 50      | 30                | 60      | 38              | 40                               | 0.25                                     |
| R-2      | 10,000               | 20,000          | 80                       | 25                     | 8                 | 25      | 25                | 50      | 38              | 45                               | 0.30                                     |
| R-3      | 6,000                | 12,000          | 50                       | 25                     | 5                 | 25      | 25                | 50      | 38              | 45                               | 0.30                                     |
| R-4      | 6,000                | 12,000          | 50                       | 25                     | 5                 | 25      | 20                | 40      | 38              | 45                               | 0.30                                     |
| R-5      | 6,000                | 12,000          | 50                       | 25                     | 5                 | 25      | 20                | 40      | 4 stories       | 70                               | 0.30                                     |
| B-1      | 5,000                | 5,000           | 50                       | 35(j)                  | 5                 | 5(f)    | 20                | 20(f)   | 38              | 70                               | 0.30                                     |
| B-2      | 5,000                | 5,000           | 50                       | 35(j)                  | 5                 | 5(g)    | 20                | 20(g)   | 38              | 80                               | 0.50                                     |
| B-3      | 5,000                | 5,000           | 50                       | 35(j)                  | 5                 | 5(h)    | 20                | 20(h)   | (e)             | 90                               | None                                     |
| B-4      | NA                   | None            | None                     | None                   | NA                | None    | NA                | None    | (e)             | 100                              | None                                     |
| B-5      | NA                   | 10,000          | <del>10,000</del><br>100 | 35                     | NA                | 10(i)   | NA                | 25(i)   | (e)             | 90                               | None                                     |
| B-6      | NA                   | 10,000          | <del>10,000</del><br>100 | 35                     | NA                | 10(i)   | NA                | 25(i)   | (e)             | 90                               | None                                     |
| RU-1     | 15,000               | 15,000          | <del>15,000</del><br>100 | 35                     | 10                | 10      | 30                | 30      | 38              | 40                               | 0.25                                     |
| RU-2     | 87,120               | 43,560          | <del>43,560</del><br>200 | 35                     | 15                | 50      | 30                | 60      | 38              | 20                               | 0.15                                     |

**Notes to Table III**

a – Lot area is expressed in square feet.

b – Measurement from front property line.

c – Measurement from average elevation of finished grade of the front of the structure.

d – Total floor measured as a percent of total lot area

e – There is no maximum: provided side and rear setbacks shall increase by one (1) foot for each two (2) feet in height over thirty-five (35) feet for buildings outside of the B-4 District; further provided that approval of buildings over thirty-five (35) feet shall be based on fire ladder capabilities as determined by the Fire Department with jurisdiction.

**The following side and rear yard setbacks shall be observed in the commercial zoning districts when non-residential development is proposed adjacent to a residential zoning district:**

f – 20 feet

g – 20 feet

h – 30 feet

i – 100 feet

j – The minimum front yard setback requirement shall be 20' if parking is established either in the side or rear of the property.

N/A = Not Applicable

**AMENDMENT REQUEST (2):**

**A. The current text reads as follows:**

**Table VIII  
Number, Dimension, and Location of Permitted Signs,  
By Zoning District**

|                                    | All Residential Zones | B-1 | B-2 | B-3                                  | B-4 | B-5/B-6     | RU-1        | RU-2  | INS (B) | UZ (1)  |
|------------------------------------|-----------------------|-----|-----|--------------------------------------|-----|-------------|-------------|-------|---------|---------|
| Freestanding                       |                       |     |     |                                      |     |             |             |       |         |         |
| Number Permitted (E)               |                       |     |     |                                      |     |             |             |       |         |         |
| Per Lot                            |                       |     |     |                                      |     |             |             |       |         |         |
| Billboards                         | N                     | N   | N   | NA                                   | N   | NA          | NA          | N     | N       | NA      |
| Other                              | 1 (A)                 | 1   | 1   | 1                                    | 1   | 1           | 1           | 1 (A) | 1       | NA      |
| Per Feet of St. Frontage           |                       |     |     |                                      |     |             |             |       |         |         |
| Billboards (C)                     | N                     | N   | N   | 1:1,200 (J)                          | N   | 1:1,200 (J) | 1:1,200 (J) | N     | N       | 1:1,200 |
| Other                              | NA                    | NA  | NA  | (D)                                  | NA  | (D)         | (D)         | NA    | NA      | NA      |
| Maximum Sign Area (s.f.)           |                       |     |     |                                      |     |             |             |       |         |         |
| Billboards                         | NA                    | NA  | NA  | (F)                                  | NA  | (F)         | (F)         | NA    | NA      | NA      |
| Other                              | 20                    | 20  | 32  | 3 s.f. for each ft. st. frontage (G) | 80  | 80          | 32          | 20    | 20      | NA      |
| Minimum Setback from Property Line |                       |     |     |                                      |     |             |             |       |         |         |
| Billboards                         | NA                    | NA  | NA  | 10'                                  | NA  | 10'         | 10'         | NA    | NA      | 10'     |
| Other                              | 5'                    | 5'  | 5'  | 5'                                   | 0'  | 5'          | 5'          | 5'    | 5'      | NA      |
| Maximum Height                     | 12'                   | 12' | 24' | (H)                                  | 24' | (H)         | (H)         | 12'   | 12'     | (H)     |
| Building Signs                     |                       |     |     |                                      |     |             |             |       |         |         |
| Number Permitted                   | 1                     | 1   | 2   | 2                                    | 2   | 2           | 2           | 1     | 1       | NA      |
| Maximum Sign Area (s.f.)           | 4                     | 12  | NA  | NA                                   | NA  | NA          | NA          | 12    | 12      | NA      |
| Maximum Wall Area (%)              | NA                    | NA  | 25% | 25%                                  | 25% | 15%         | 25%         | NA    | NA      | NA      |
| Temporary Signs (2)                | See Section 5.5       |     |     |                                      |     |             |             |       |         |         |

Table Notes: NA = Not Applicable N= Not Allowed s.f. = Square Feet

**A** – One-use identification signs, not exceeding 20 s.f. each, are permitted for each entrance of a subdivision, residential project, or agricultural operation.

**B** – This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted under the Zoning Ordinance in residential zoning district, i.e. churches, schools, parks, etc.

**C** – Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.

**D** – One per lot or one for each 300 linear feet of street frontage, whichever is less.

**E** – Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

**F** – 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.

**G** – Not to exceed 160 square feet.

**H** – Maximum height of billboards shall not exceed 100 feet. Where located within 600 feet of Interstate ROW, shall not exceed 40 feet.

**I** – Un-zoned areas – Billboards must be within 600 feet of business operation for 12 months, with at least one employee available to public at least 36 hours per week for four (4) days. Business to be equipped with all utilities, including restroom and permanent floor.

**B. The amended text shall read as follows after the deletion of reference to information that has been removed from the Ordinance as a part of the Planning Department's ongoing amendment process:**

**Table VIII  
Number, Dimension, and Location of Permitted Signs,  
By Zoning District**

|                                    | All Residential Zones | B-1      | B-2      | B-3                                  | B-4      | B-5/B-6            | RU-1               | RU-2     | INS (B)  | UZ (1)         |
|------------------------------------|-----------------------|----------|----------|--------------------------------------|----------|--------------------|--------------------|----------|----------|----------------|
| Freestanding                       |                       |          |          |                                      |          |                    |                    |          |          |                |
| Number Permitted (E)               |                       |          |          |                                      |          |                    |                    |          |          |                |
| Per Lot                            |                       |          |          |                                      |          |                    |                    |          |          |                |
| Billboards                         | N                     | N        | N        | NA                                   | N        | NA                 | NA                 | N        | N        | NA             |
| Other                              | 1 (A)                 | 1        | 1        | 1                                    | 1        | 1                  | 1                  | 1 (A)    | 1        | NA             |
| Per Feet of St. Frontage           |                       |          |          |                                      |          |                    |                    |          |          |                |
| <b>Billboards (C)</b>              | <b>N</b>              | <b>N</b> | <b>N</b> | <b>1:1,200 (J)</b>                   | <b>N</b> | <b>1:1,200 (J)</b> | <b>1:1,200 (J)</b> | <b>N</b> | <b>N</b> | <b>1:1,200</b> |
| Other                              | NA                    | NA       | NA       | (D)                                  | NA       | (D)                | (D)                | NA       | NA       | NA             |
| Maximum Sign Area (s.f.)           |                       |          |          |                                      |          |                    |                    |          |          |                |
| Billboards                         | NA                    | NA       | NA       | (F)                                  | NA       | (F)                | (F)                | NA       | NA       | NA             |
| Other                              | 20                    | 20       | 32       | 3 s.f. for each ft. st. frontage (G) | 80       | 80                 | 32                 | 20       | 20       | NA             |
| Minimum Setback from Property Line |                       |          |          |                                      |          |                    |                    |          |          |                |
| Billboards                         | NA                    | NA       | NA       | 10'                                  | NA       | 10'                | 10'                | NA       | NA       | 10'            |
| Other                              | 5'                    | 5'       | 5'       | 5'                                   | 0'       | 5'                 | 5'                 | 5'       | 5'       | NA             |
| Maximum Height                     | 12'                   | 12'      | 24'      | (H)                                  | 24'      | (H)                | (H)                | 12'      | 12'      | (H)            |
| Building Signs                     |                       |          |          |                                      |          |                    |                    |          |          |                |
| Number Permitted                   | 1                     | 1        | 2        | 2                                    | 2        | 2                  | 2                  | 1        | 1        | NA             |
| Maximum Sign Area (s.f.)           | 4                     | 12       | NA       | NA                                   | NA       | NA                 | NA                 | 12       | 12       | NA             |
| Maximum Wall Area (%)              | NA                    | NA       | 25%      | 25%                                  | 25%      | 15%                | 25%                | NA       | NA       | NA             |
| Temporary Signs (2)                | See Section 5.5       |          |          |                                      |          |                    |                    |          |          |                |

Table Notes: NA = Not Applicable N= Not Allowed s.f. = Square Feet

**A** – One-use identification signs, not exceeding 20 s.f. each, are permitted for each entrance of a subdivision, residential project, or agricultural operation.

**B** – This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted under the Zoning Ordinance in residential zoning district, i.e. churches, schools, parks, etc.

**C** – Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.

**D** – One per lot or one for each 300 linear feet of street frontage, whichever is less.

**E** – Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

**F** – 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.

**G** – Not to exceed 160 square feet.

**H** – Maximum height of billboards shall not exceed 100 feet. Where located within 600 feet of Interstate ROW, shall not exceed 40 feet.

**I** – Un-zoned areas – Billboards must be within 600 feet of business operation for 12 months, with at least one employee available to public at least 36 hours per week for four (4) days. Business to be equipped with all utilities, including restroom and permanent floor.

## **AMENDMENT REQUEST(3)**

### **A. The current text of Section 7.6 reads as follows:**

#### Section 7.6 Accessory Buildings and Uses

##### Section 7.6-1 Accessory Uses to Observe Required Setbacks

Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

##### Section 7.6-2 General Requirements

###### Residential Districts

1. The number of accessory uses shall not exceed two on any lot or parcel.
2. The combined gross floor area (GFA) of all accessory uses shall not exceed 50 percent of the principal use.
3. The height of accessory buildings shall not exceed 20 feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.

###### All Other Districts

1. There is no limit to the number of accessory buildings however such buildings shall occupy no more than 30 percent of the total lot area.
2. If located within the buildable area, accessory buildings shall observe the height limits for the district within which they are located. If located in a required setback area, said buildings shall not exceed 20 feet in height.
3. Accessory uses may be allowed within 3 feet of a side or rear property line, except where contiguous to a residential zone, in which case the accessory use shall observe the setback requirement of the principal use.

### **B. The proposed text amendment shall read as follows:**

#### Section 7.6 Accessory Buildings and Uses

##### Section 7.6-1 Accessory Uses to Observe Required Setbacks

Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

## Section 7.6-2 General Requirements

### Residential Districts

1. The number of accessory uses shall not exceed two on any lot or parcel.
2. The combined gross floor area (GFA) of all accessory uses shall not exceed ~~50 percent of the principal use~~ **1000 square feet.**
3. The height of accessory buildings shall not exceed 20 feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.
5. **Setbacks of three feet from side and rear property lines shall be observed.**

### All Other Districts

1. There is no limit to the number of accessory buildings however such buildings shall occupy no more than 30 percent of the total lot area.
2. If located within the buildable area, accessory buildings shall observe the height limits for the district within which they are located. If located in a required setback area, said buildings shall not exceed 20 feet in height.
3. Accessory uses may be allowed within 3 feet of a side or rear property line, except where contiguous to a residential zone, in which case the accessory use shall observe the setback requirement of the principal use.

**AMENDMENT REQUEST(4):**

An addition shall be made to Section 7.7 Access to Property and shall read as follows:

**Access to Commercial and Industrial Zoned Property Prohibited From Residential Zones**

Where a commercial or industrial zoning district is bounded by a residential zoning district, access to such industrial or commercial properties, including off-street parking and loading areas, shall be restricted to streets and alleys within the respective commercial or industrial districts in which such uses are located; and no commercial or industrial vehicles or parking in connection with an industrial or commercial use shall occupy a public street or right-of-way separating commercial or industrial districts from residential districts.

**AMENDMENT REQUEST (5):**

An addition shall be made to Section 3.21 Development Standards for Unzoned Areas §7 Setbacks and shall read as follows:

7) Setbacks

| <b>Proposed Use</b>                        | <b>Front</b> | <b>Rear</b> | <b>Side</b> |
|--|--------------|-------------|-------------|
| <b>Commercial</b>                          | <b>25'</b>   | <b>20'</b>  | <b>10'</b>  |
| <b>Industrial/Warehousing/<br/>Storage</b> | <b>25'</b>   | <b>50'</b>  | <b>50'</b>  |
| <b>Office/Institutional</b>                | <b>25'</b>   | <b>20'</b>  | <b>20'</b>  |
| <b>Accessory Use<br/>All Other Uses</b>    | <b>25'</b>   | <b>5'</b>   | <b>5'</b>   |

**Florence County/Municipal Planning Commission Action: August 28, 2007**

The nine Planning Commission members voted unanimously to defer the request for a work session to be scheduled at a time in September prior to the September 25, 2007 Planning Commission meeting.

**Planning Commission Work Session: September 12, 2007**

The Planning Commission held a work session for discussion of the amendment as presented.

**Florence County/Municipal Planning Commission Action: September 25, 2007**

No action was taken on the text amendments at the meeting held on September 25, 2007 due to the lack of a quorum of Planning Commission members.

In addition, prior to the Planning Commission meeting scheduled for October 23, 2007 and based on subsequent discussions after the work session of September 12, 2007, staff has been directed to research for amendments to the Zoning Ordinance Section 3.21 for establishing setbacks for all other uses in an unzoned area and to Section 7.7 to establish criteria for accessing commercial and industrial properties through residential zones.

**Florence County/Municipal Planning Commission Action: October 23, 2007**

The nine Planning Commission members present at the meeting voted to defer the request for amendments for further study until the next month's meeting by a vote of 5-4 in favor to defer.

**Florence County/Municipal Planning Commission Action: November 27, 2007**

Prior to the Chairman's request to the Planning Commission members for a vote on the motion to approve the text amendments, he asked if persons from the public who wished, to stand indicating their support of the text amendments with revisions and likewise those who were in opposition to the request. There were twenty persons who stood in support of the amendment and none to stand in opposition.

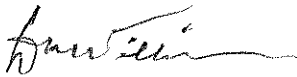
The nine Planning Commission members present voted unanimously to approve the text amendments as revised at the meeting on November 27, 2007.

**Florence County/Municipal Planning Commission Recommendation:**

The Planning Commission recommends approval of the text amendments with revisions by Florence City Council.

**ATTACHMENTS:**

1. Ordinance



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**David N. Williams, City Manager**



ORDINANCE NO. 2008 - \_\_\_\_\_

**AN ORDINANCE TO AMEND SECTION 2.5-TABLE III, SECTION 3.21, SECTION 5.2-TABLE VIII, SECTION 7.6, AND SECTION 7.7 OF THE CITY OF FLORENCE ZONING ORDINANCE FOR SETBACKS, TEXT ERRORS, ACCESSORY STRUCTURE RULES AND COMMERCIAL AND INDUSTRIAL PROPERTY ACCESS.**

**WHEREAS**, a Public Hearing was held in Room 803 of the City-County Complex on November 27, 2007 at 6:30 P.M. before the Florence County/Municipal Planning Commission and notice of said hearing was duly given; and

**WHEREAS**, requests were presented to the Planning Commission for amendments to the text of the City of Florence Zoning Ordinance as follows:

1. The amendments to Section 2.5 Table III (a) shall re-establish the minimum rear and side yard setback requirements between development of non-residential uses in the commercial zoning districts and adjacent residential zoning districts to lessen the potential negative impact between these uses. Non-residential use development adjacent to like uses shall observe the current setbacks and (b) shall correct typographical errors to the lot width requirements for the B-5, B-6, RU-1 and RU-2 Zoning Districts.
2. The amendment to Section 5.2-Table VIII shall delete reference to information that has been removed from the Ordinance as a part of the amendment process.
3. The amendment to Section 3.21 shall establish minimum required setbacks for all other uses other than commercial and industrial uses in unzoned areas.
4. The amendment to Section 7.6 shall specifically establish a maximum square footage of accessory structures in residential districts.
5. The amendment to Section 7.7 shall establish criteria for prohibiting access to commercial and industrial properties by way of residential zones.
6. If adopted, the amendment for Section 2.5 Table III shall become effective June 1, 2008. All other amendments shall be effective upon adoption.

**Text amendments to the Sections for revisions to current text shall be designated by strikethrough and with amended text in bold. Amendment to the text of the Sections for additions shall be designated by bold lettering only.**

**WHEREAS**, the Florence County/Municipal Planning Commission and Florence City Council concur in the aforesaid applications, findings and recommendations;

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE AT MEETING DULY ASSEMBLED, BY THE AUTHORITY VESTED THEREIN:**

1. That an Ordinance entitled Zoning Ordinance by the City of Florence effective April 19, 1999 is hereby amended as follows:

**TEXT AMENDMENT (I)**

The amended text to Section 2.5 Table III: Schedule of Lot Area, Yard, Setback, Height, Density, Floor area, and Impervious Surface Requirements for Residential, Business and Rural Districts for setbacks requirements and corrections for typographical errors shall read as follows:

| District | Minimum Lot Area (a) |                 | Lot Width (ft)           | Front Yard Setback (b) | Side Yard Setback |         | Rear Yard Setback |         | Max Hgt. ft (c) | Max Impervious Surface Ratio (%) | Max. Floor Area Ratio: Non-Res. Uses (d) |
|----------|----------------------|-----------------|--------------------------|------------------------|-------------------|---------|-------------------|---------|-----------------|----------------------------------|--|
|          | Residential          | Non Residential |                          |                        | Res               | Non Res | Res               | Non Res |                 |                                  |  |
| R-1      | 15,000               | 30,000          | 100                      | 25                     | 10                | 50      | 30                | 60      | 38              | 40                               | 0.25                                     |
| R-2      | 10,000               | 20,000          | 80                       | 25                     | 8                 | 25      | 25                | 50      | 38              | 45                               | 0.30                                     |
| R-3      | 6,000                | 12,000          | 50                       | 25                     | 5                 | 25      | 25                | 50      | 38              | 45                               | 0.30                                     |
| R-4      | 6,000                | 12,000          | 50                       | 25                     | 5                 | 25      | 20                | 40      | 38              | 45                               | 0.30                                     |
| R-5      | 6,000                | 12,000          | 50                       | 25                     | 5                 | 25      | 20                | 40      | 4 stories       | 70                               | 0.30                                     |
| B-1      | 5,000                | 5,000           | 50                       | 35(j)                  | 5                 | 5(f)    | 20                | 20(f)   | 38              | 70                               | 0.30                                     |
| B-2      | 5,000                | 5,000           | 50                       | 35(j)                  | 5                 | 5(g)    | 20                | 20(g)   | 38              | 80                               | 0.50                                     |
| B-3      | 5,000                | 5,000           | 50                       | 35(j)                  | 5                 | 5(0)(h) | 20                | 20(h)   | (e)             | 90                               | None                                     |
| B-4      | NA                   | None            | None                     | None                   | NA                | None    | NA                | None    | (e)             | 100                              | None                                     |
| B-5      | NA                   | 10,000          | <del>10,000</del><br>100 | 35                     | NA                | 10(i)   | NA                | 25(i)   | (e)             | 90                               | None                                     |
| B-6      | NA                   | 10,000          | <del>10,000</del><br>100 | 35                     | NA                | 10(i)   | NA                | 25(i)   | (e)             | 90                               | None                                     |
| RU-1     | 15,000               | 15,000          | <del>15,000</del><br>100 | 35                     | 10                | 10      | 30                | 30      | 38              | 40                               | 0.25                                     |
| RU-2     | 87,120               | 43,560          | <del>43,560</del><br>200 | 35                     | 15                | 50      | 30                | 60      | 38              | 20                               | 0.15                                     |

Notes to Table III

- a – Lot area is expressed in square feet.
- b – Measurement from front property line.
- c – Measurement from average elevation of finished grade of the front of the structure.
- d – Total floor measured as a percent of total lot area
- e – There is no maximum: provided side and rear setbacks shall increase by one (1) foot for each two (2) feet in height over thirty-five (35) feet for buildings outside of the B-4 District; further provided that approval of buildings over thirty-five (35) feet shall be based on fire ladder capabilities as determined by the Fire Department with jurisdiction.

The following side and rear yard setbacks shall be observed in the commercial zoning districts when non-residential development is proposed adjacent to a residential zoning district:

- f – 20 feet
- g – 20 feet
- h – 30 feet
- i – 100 feet
- j – The minimum front yard setback requirement shall be 20' if parking is established either in the side or rear of the property.
- N/A = Not Applicable

**TEXT AMENDMENT (2):**

**The amended text shall read as follows after the deletion of reference to information that has been removed from the Ordinance as a part of the Planning Department’s ongoing amendment process:**

Table VIII  
Number, Dimension, and Location of Permitted Signs,  
By Zoning District

|                                    | All Residential Zones | B-1      | B-2      | B-3                                  | B-4      | B-5/B-6            | RU-1               | RU-2     | INS (B)  | UZ (1)         |
|------------------------------------|-----------------------|----------|----------|--------------------------------------|----------|--------------------|--------------------|----------|----------|----------------|
| Freestanding                       |                       |          |          |                                      |          |                    |                    |          |          |                |
| Number Permitted (E)               |                       |          |          |                                      |          |                    |                    |          |          |                |
| Per Lot                            |                       |          |          |                                      |          |                    |                    |          |          |                |
| Billboards                         | N                     | N        | N        | NA                                   | N        | NA                 | NA                 | N        | N        | NA             |
| Other                              | 1 (A)                 | 1        | 1        | 1                                    | 1        | 1                  | 1                  | 1 (A)    | 1        | NA             |
| Per Feet of St. Frontage           |                       |          |          |                                      |          |                    |                    |          |          |                |
| <b>Billboards (C)</b>              | <b>N</b>              | <b>N</b> | <b>N</b> | <b>1:1,200 (J)</b>                   | <b>N</b> | <b>1:1,200 (J)</b> | <b>1:1,200 (J)</b> | <b>N</b> | <b>N</b> | <b>1:1,200</b> |
| Other                              | NA                    | NA       | NA       | (D)                                  | NA       | (D)                | (D)                | NA       | NA       | NA             |
| Maximum Sign Area (s.f.)           |                       |          |          |                                      |          |                    |                    |          |          |                |
| Billboards                         | NA                    | NA       | NA       | (F)                                  | NA       | (F)                | (F)                | NA       | NA       | NA             |
| Other                              | 20                    | 20       | 32       | 3 s.f. for each ft. st. frontage (G) | 80       | 80                 | 32                 | 20       | 20       | NA             |
| Minimum Setback from Property Line |                       |          |          |                                      |          |                    |                    |          |          |                |
| Billboards                         | NA                    | NA       | NA       | 10'                                  | NA       | 10'                | 10'                | NA       | NA       | 10'            |
| Other                              | 5'                    | 5'       | 5'       | 5'                                   | 0'       | 5'                 | 5'                 | 5'       | 5'       | NA             |
| Maximum Height                     | 12'                   | 12'      | 24'      | (H)                                  | 24'      | (H)                | (H)                | 12'      | 12'      | (H)            |
| Building Signs                     |                       |          |          |                                      |          |                    |                    |          |          |                |
| Number Permitted                   | 1                     | 1        | 2        | 2                                    | 2        | 2                  | 2                  | 1        | 1        | NA             |
| Maximum Sign Area (s.f.)           | 4                     | 12       | NA       | NA                                   | NA       | NA                 | NA                 | 12       | 12       | NA             |
| Maximum Wall Area (%)              | NA                    | NA       | 25%      | 25%                                  | 25%      | 15%                | 25%                | NA       | NA       | NA             |
| Temporary Signs (2)                | See Section 5.5       |          |          |                                      |          |                    |                    |          |          |                |

Table Notes: NA = Not Applicable N= Not Allowed s.f. = Square Feet

- A** – One-use identification signs, not exceeding 20 s.f. each, are permitted for each entrance of a subdivision, residential project, or agricultural operation.
- B** – This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted under the Zoning Ordinance in residential zoning district, i.e. churches, schools, parks, etc.
- C** – Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.
- D** – One per lot or one for each 300 linear feet of street frontage, whichever is less.
- E** – Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.
- F** – 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.
- G** – Not to exceed 160 square feet.
- H** – Maximum height of billboards shall not exceed 100 feet. Where located within 600 feet of Interstate ROW, shall not exceed 40 feet.
- I** – Un-zoned areas – Billboards must be within 600 feet of business operation for 12 months, with at least one employee available to public at least 36 hours per week for four (4) days. Business to be equipped with all utilities, including restroom and permanent floor.

### **TEXT AMENDMENT (3)**

#### Section 7.6 Accessory Buildings and Uses

##### Section 7.6-1 Accessory Uses to Observe Required Setbacks

Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

##### Section 7.6-2 General Requirements

###### Residential Districts

1. The number of accessory uses shall not exceed two on any lot or parcel.
2. The combined gross floor area (GFA) of all accessory uses shall not exceed **50 percent of the principal use-1000 square feet.**
3. The height of accessory buildings shall not exceed 20 feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.
5. **Setbacks of three feet from side and rear property lines shall be observed.**

###### All Other Districts

1. There is no limit to the number of accessory buildings however such buildings shall occupy no more than 30 percent of the total lot area.
2. If located within the buildable area, accessory buildings shall observe the height limits for the district within which they are located. If located in a required setback area, said buildings shall not exceed 20 feet in height.
3. Accessory uses may be allowed within 3 feet of a side or rear property line, except where contiguous to a residential zone, in which case the accessory use shall observe the setback requirement of the principal use.

**TEXT AMENDMENT (4):**

An addition shall be made to Section 7.7 Access to Property and shall read as follows:

**Access to Commercial and Industrial Zoned Property Prohibited From Residential Zones**

Where a commercial or industrial zoning district is bounded by a residential zoning district, access to such industrial or commercial properties, including off-street parking and loading areas, shall be restricted to streets and alleys within the respective commercial or industrial districts in which such uses are located; and no commercial or industrial vehicles or parking in connection with an industrial or commercial use shall occupy a public street or right-of-way separating commercial or industrial districts from residential districts.

**TEXT AMENDMENT (5):**

An addition shall be made to Section 3.21 Development Standards for Unzoned Areas §7 Setbacks and shall read as follows:

7) Setbacks

| Proposed Use                       | Front | Rear | Side |
|------------------------------------|-------|------|------|
| Commercial                         | 25'   | 20'  | 10'  |
| Industrial/Warehousing/<br>Storage | 25'   | 50'  | 50'  |
| Office/Institutional               | 25'   | 20'  | 20'  |
| Accessory Use<br>All Other Uses    | 25'   | 5'   | 5'   |

2. That this Ordinance shall become effective this \_\_\_\_\_ day of \_\_\_\_\_, 2008 upon its adoption by the City Council of the City of Florence.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

Approved as to form:

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

\_\_\_\_\_  
Frank E. Willis, Mayor

Attest:

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

**FLORENCE CITY COUNCIL MEETING**

**DATE:** April 8, 2008

**AGENDA ITEM:** Amendment to Section 2.9 of the Consolidated Zoning Ordinance to create the Wilson Road Residential Overlay District and establish the applicable Design Guidelines

**DEPARTMENT/DIVISION:** Urban Planning and Development

**I. ISSUE UNDER CONSIDERATION**

The purpose of this amendment is to consider establishing a new overlay district to be known as the Wilson Road Residential Overlay District and adopt the Design Guidelines applicable to the new overlay district.

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

- a. The attached amendment to Section 2.9 is designed to establish a new overlay district to be known as the Wilson Road Residential Overlay District.
- b. In 2005 City Council adopted an ordinance creating four (4) Downtown Overlay Districts and establishing the Design Guidelines applicable to those Districts.
- c. In 2007 City Council adopted an ordinance which amended Section 2.9 to add a residential overlay district known as Timrod Park Residential Overlay District and establishing the Design Guidelines applicable to that District.
- d. Interested residents from the residential area around Wilson Road have requested that City Council create a residential overlay district in their area in order to preserve the residential character of that location.
- e. The interested residents have worked with staff to create the proposal being considered.
- f. The Florence County - Municipal Planning Commission will consider this matter at their regularly scheduled meeting on May 27, 2008.

### III. POINTS TO CONSIDER


- a. This action involves possible legal issues which should be addressed by the City Attorney in executive session prior to action being taken.
- b. The proposed ordinance establishes a residential overlay district and adopts applicable Design guidelines, the guidelines addressing solely use restrictions.
- c. Adjacent to this area is property located outside the City and the residents have requested that the County consider similar action regarding that property.

### IV. STAFF RECOMMENDATION

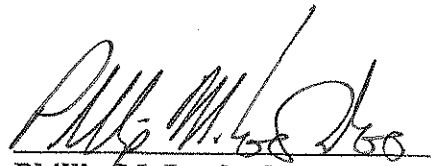
Staff recommends consideration of the Amended Ordinance after legal advise. If approved, this will be forwarded to the Planning Commission for their recommendation before the second reading.

### V. ATTACHMENTS

Copy of the proposed Amended Ordinance.



David N. Williams  
City Manager



Phillip M. Lookadoo, Director  
Urban Planning and Development



FLORENCE COUNTY  
PLANNING, BUILDING INSPECTION, ENGINEERING  
AND CODE ENFORCEMENT DEPARTMENT

June 30, 2008

Florence City Council  
City-County Complex  
180 North Irby Street  
Florence, South Carolina 29501

RE: Text Amendment to the Florence County/Municipal Zoning Ordinance-Section 2.9 to Create the Wilson Road Residential Overlay District and Establish the Applicable Design Guidelines.

To Florence City Council:

The Florence County/Municipal Planning Commission voted unanimously to reconsider the above-referenced request by the City of Florence Urban and Planning Department on Tuesday, June 24, 2008.

The nine Planning Commission members present voted unanimously to recommend that City Council defer second reading of the text amendment request and to refer the request to the City of Florence Planning Commission to conduct another public hearing and study the proposal.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

William H. Hoge  
Director, Planning and Building Inspections Department

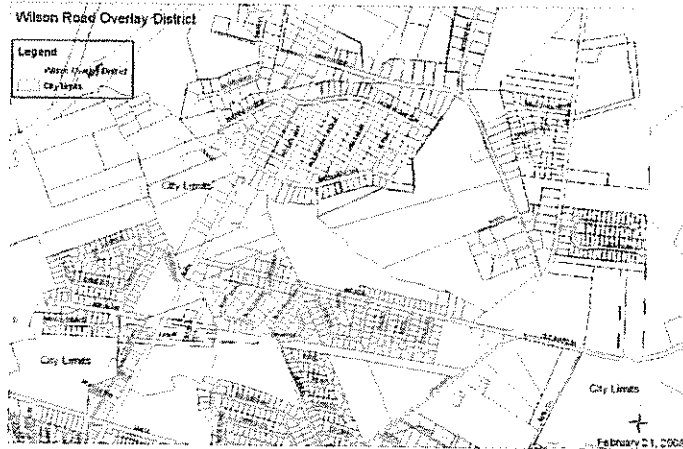
Cc: Phillip Lookadoo, Director, City of Florence Urban and Planning Department  
Dianne Rowan, Municipal Clerk, City of Florence



## EXHIBIT 1

### Design Guidelines

#### 2: Wilson Road Residential District Design Guidelines & Requirements



*Please Note: This section sets out land uses and certain guidelines for the redevelopment, construction, renovation or restoration of buildings located within the Timrod Park Residential District. A Certificate of Appropriateness is required for any change in use, construction or redevelopment within this District.*

The map above shows the Wilson Road Residential District (in Blue and City Limits in Grey).

#### *Comments*

The intent of this District is to maintain the general quality and appearance of the neighborhood and to encourage development while preserving and promoting the cultural, economic and general welfare of the public. The District does so by providing a mechanism for the identification, recognition, preservation, maintenance, protection and enhancement of existing structures and other properties which make up the Wilson Road Residential District. Similar to other Districts, the goal is to implement and enable redevelopment by providing compatible residential development in the greater Wilson Road Area.

Of basic importance to this effort is the maintenance, restoration, and careful development of the residential area known as the Wilson Road Neighborhood. The boundaries of the Wilson Road Residential District are shown on the preceding page.

Within the Wilson Road Residential District the permitted uses are generally determined by the "underlying" or primary zoning district. All zoning and/or change in zoning requests shall be heard and acted upon by the City-County Planning Commission in compliance with the Consolidated Zoning Ordinance.

#### General Guidelines

For the Wilson Road Residential District, Zoning Compliances are issued by the Zoning Administrator of the County-Municipal Consolidated Zoning Ordinance.

#### Zoning Compliance, Criteria for Issuance

In considering the issue of compliance for the District, the Zoning Administrator shall use the following criteria:

1. All the regulations set forth in the Consolidated Zoning Ordinance; and
2. No duplexes, multi-family housing or town homes as defined in the Consolidated Zoning Ordinance shall be allowed in the district.

*Certificate of Appropriateness, Application Requirements*

The procedures for the administration and approval of a Zoning Compliance are contained within the following sections of the Consolidated Zoning Ordinance,:

A. County Municipal Consolidated Zoning Ordinance

1. Section 2.9 – Florence Downtown Overlay District

B. Design Guidelines for Overlay Districts Florence, South Carolina

1. Chapter 2 --Overlay District Guidelines  
Requirements:

# Wilson Road Overlay District

**Legend**

- Wilson-Overlay District
- City Limits



**ORDINANCE NO. 2008-\_\_\_\_\_**

**AN ORDINANCE TO AMEND SECTION 2.9 OF THE CONSOLIDATED ZONING ORDINANCE BY ADDING TO THE EXISTING ORDINANCE IN ORDER TO CREATE THE WILSON ROAD RESIDENTIAL OVERLAY DISTRICT ASSOCIATED WITH DESIGN GUIDELINES AND TO PROVIDE FOR THEIR ENFORCEMENT AND ADMINISTRATION.**

**WHEREAS**, a public hearing was held in room number 803 of the City County Complex on May 27, 2008 before the Florence County - Municipal Planning Commission and notice of said hearing was duly given;

**WHEREAS**, the City of Florence wishes to protect and preserve an area that contains predominantly single family homes;

**WHEREAS**, the Florence County - Municipal Planning Commission, and the Florence City Council concur in the aforesaid application and findings;

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

**I.**

**That the provisions of the Consolidated Zoning Ordinance applicable to the City of Florence be, and the same are hereby, amended to amend Section 2.9, *et seq.*, which will read in whole as follows:**

**Sec. 2.9. Florence Overlay Districts.**

**Sec. 2.9-1. A Purpose and Intent.**

In order to promote the economic and general welfare of the City of Florence and of the public generally, the City of Florence seeks to promote and control preservation, redevelopment, restoration, and revitalization in its traditional downtown core and throughout the city limits and seeks to ensure the harmonious, orderly, and efficient growth and redevelopment of the City.

History demonstrates that the promotion of these goals requires that the City take action to preserve the qualities relating to the history of the Downtown area and to create a harmonious outward appearance of structures by emphasizing the preservation and restoration of the historic areas and buildings in both the

downtown area and the City in general. The continued construction of buildings in historic styles and with general harmony as to the style, form, color, proportion, texture, and material between the buildings within the surrounding area thereby fostering civic pride and the orderly efficient growth and redevelopment within the City.

The creation of Overlay Districts for the City of Florence is done in order to establish a mechanism for the accomplishment of these objectives.

**Sec. 2.9-2. Establishing Florence Downtown Overlay Districts.**

(A) There are hereby established ~~five~~ six (~~65~~) overlay districts in the ~~Downtown~~ City of Florence area, those districts being designated as follows:

**D-1. Downtown Redevelopment District:** The intent of this district is to promote the cultural, economic, and general welfare of the public by providing a mechanism for the identification, recognition, preservation, maintenance, protection, and enhancement of existing architecturally valuable structures, properties, and neighborhoods which make up the district. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

**D-2. Downtown Central District:** The intent of this district is to promote good urban design and to establish and maintain a unified, improved identity for Downtown Florence. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

**D-3. Downtown Arts and Cultural District:** The intent of this district is to promote good urban design and to build on the attractive and significant architecture that exists through new infill development. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

**D-4 Timrod Park Residential District:** The intent of this district is to promote good urban residential design and to maintain and build upon the attractive

and significant historic architecture that exists throughout the District. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

**H-1. Florence Historic District:** The intent of this district is to respect and build on the historic character of Downtown Florence and to establish the initial parameters for the possible pursuit of National Register Historic District designation. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

**WRRD. Wilson Road Residential District:** The intent of this district is to promote good urban residential design and to maintain and build upon the architecture that exists throughout the District. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

- (B) The boundaries for the overlay districts hereby established shall be shown on an amendment to the Consolidated Zoning Map, and the boundaries hereby established are set forth below:

**D-1. Downtown Redevelopment District:** The boundaries of the Downtown Redevelopment District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 1.

**D-2. Downtown Central District:** The boundaries of the Downtown Central District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 2.

**D-3. Downtown Arts and Cultural District:** The boundaries of the Downtown Arts and Cultural District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 3.

**D-4. Timrod Park Residential District:** The boundaries of the Timrod Park Residential District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 4.

**H-1. Florence Historic District:** The boundaries of the Florence Historic District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 5.

**WRRD. Wilson Road Residential District:** The boundaries of the Wilson Road Residential District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 6.

- (C) The overlay districts referred to above shall be incorporated into the Consolidated Zoning Map and shall be maintained in both the Florence County - Municipal Planning Department and in the office of the Florence ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.
- (D) Variances for residential uses on any lot or parcel, including mixed use developments, may be permitted within the Downtown Redevelopment District as a Special Exception by the City-County Board of Zoning Appeals. To ensure conformity to the Consolidated Zoning Ordinance and compatibility with the intent of the overlay district for which that use is proposed, a Certificate of Appropriateness is required from the Design Review Board and a variance must be obtained from the City-County Board of Zoning Appeals. Prior to submitting a request for a variance from the City-County Board of Zoning Appeals the owner must first obtain a Certificate of Appropriateness which shall be used to determine that the proposed residential use is compatible with the purposes of the Overlay District for which it is proposed.

### **Sec. 2.9-3. Adoption of Design Guidelines.**

In the interest of promoting the cultural, economic, and general welfare of the public by providing a mechanism for the identification, recognition, preservation, maintenance, protection, and enhancement of the existing architecturally valuable structures and to promote the redevelopment and revitalization of the traditional Downtown Area and throughout the City of Florence by insuring the harmonious,

orderly, and efficient growth and redevelopment of the City, *the City* of Florence hereby adopts and incorporates by reference the Design Guidelines attached hereto as Appendix 7.

**Sec. 2.9-4. Actions Requiring a Certificate of Appropriateness.**

Within any of the designated overlay districts established herein, an application must be submitted to the Design Review Board through the ~~Downtown Planning Coordinator~~ *Director of Urban Planning and Development* and a Certificate of Appropriateness issued before any of the following activities can be undertaken:

- (A) The issuance of a permit by the Building Official and/or Zoning Administrator for erection, alteration, improvement, demolition, or moving of such structure, building, or signage.
- (B) All requests related to land use.
- (C) Landscape changes which include either the removal of any tree four (4) inches in caliper, or greater, or the removal of any hedge or shrub group that is at least thirty (30) inches in height
- (D) Exterior modifications or maintenance which may change or impact the appearance of the structure, including, but not limited to, roofing, façade repairs, fencing, grading or paving, awnings, shutters or window replacement.

**Sec. 2.9-5. Powers of Design Review Board.**

Toward this objective, The Design Review Board shall have the following powers and duties:

- (A) To adopt procedural regulations;
- (B) To conduct and/or maintain an ongoing survey to identify historically and architecturally significant properties, structures, and areas that exemplify the cultural, social, economic, political, or architectural history of the City;
- (C) To keep a register of all properties and structures that have been designated as landmarks or historic districts, including all information required for each such designation;
- (D) To advise and assist owners of all properties or structures within the overlay districts on the physical and financial aspects of preservation,



renovation, rehabilitation, and reuse and, where appropriate, to advise such owners of the procedures of the inclusion of structures on the National Register of Historic Places;

- (E) To work in conjunction with the Downtown Redevelopment Coordinator to inform and educate the citizens of Florence concerning the Downtown historic and architectural heritage by publishing appropriate maps, newsletters, brochures, and pamphlets; by holding programs and seminars; and through media exposure;
- (F) To consider, analyze, and make a determination with respect to all applications for a Certificate of Appropriateness by applying the Design Guidelines herein adopted to the project and property in question;
- (G) To make recommendations for amendments to the Design Guidelines for any of the overlay districts with final approval of the Design Guidelines to be accomplished by the City Council by resolution. Once approved, to implement any amendments to the Design Guidelines.
- (H) To assist the public entities in the development of streetscapes within the overlay districts which are consistent with the information contained in the Design Guidelines.
- (I) To hear and act upon appeals regarding the acceptance and granting of a Certificate of Compliance by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.

**Sec. 2.9-6. Certificates of Appropriateness, Criteria for Issuance.**

In considering the issue of appropriateness of a particular project, the Design Review Board shall be guided by the Design Guidelines adopted herein by reference.

**Sec. 2.9-7. Design Review Board; Rules of Procedure.**

- (A) **Officers:** The officers of The City of Florence Design Review Board shall be a chairman and a vice-chairman elected for one (1) year at the first meeting of the Design Review Board in each calendar year. The officers of the Design Review Board may serve four (4) consecutive terms. The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development for the City of Florence shall serve as the staff representative to the Design Review Board. The City Manager will assign a member of the staff of the City to serve as secretary to the Design Review Board. The

designated officers of the Design Review Board shall have the following authority, duties, and responsibilities:

- (1) **Chairman:** The Chairman shall be a voting member of the Design Review Board and shall:
  - (a) Call meetings of the Design Review Board;
  - (b) Preside at meetings;
  - (c) Act in conjunction with the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development as a spokesperson for the Design Review Board;
  - (d) Sign documents for the Design Review Board;
  - (e) Perform other duties approved by the Design Review Board.
- (2) **Vice-Chairman:** The Vice-Chairman shall be a voting member of the Design Review Board and shall exercise the duties of the chairman in the absence, disability, or disqualification of the Chairman. In the absence of the Chairman and the Vice-Chairman, an acting Chairman shall be elected by the members present.
- (3) **Secretary to the Design Review Board:** The Secretary to the Design Review Board shall:
  - (a) Provide notice of all meetings;
  - (b) Assist the Chairman in the preparation of agendas;
  - (c) Keep minutes of meetings and hearings;
  - (d) Maintain the Design Review Board's records as public records;
  - (e) Attend to Design Review Board correspondence;
  - (f) Perform any other duties normally carried out by a Secretary.

(B) Meetings

- (1) **Time and place:** An annual schedule of regular monthly meetings shall be adopted, published, and posted at the City-County Complex in January of each year. Special meetings may be called by the Chairman upon twenty-four (24) hour notice, posted, and delivered to all members of the Design Review Board and the local media. Meetings shall be held in a place to be stated in the notice, and shall be open to the public.
- (2) **Agenda:** A written agenda shall be furnished by the Secretary to each member of the Design Review Board and to the news media, and it shall be posted at least four (4) days prior to each regular meeting and at least twenty-four (24) hours prior to a special meeting. Items may be added to the agenda at a meeting by a majority vote of the members present.
- (3) **Quorum:** A majority of the members of the Design Review Board shall constitute a quorum. A quorum shall be present before any business is conducted other than rescheduling a meeting.
- (4) **Voting:** A member must be present to vote. Each member shall vote on every question unless disqualified by law. The question of disqualification shall be decided by the member(s) affected, and any such member so affected shall announce the reasons for disqualifications, have it placed in the minutes, and shall refrain from deliberation or voting on the question.
- (5) **Public Input:** Except for public hearings and additional public input sought by the Design Review Board, no person shall speak at a Design Review Board meeting unless invited to do so by the Design Review Board. The presiding officer at the Design Review Board meeting reserves the right to determine the amount of public input desired.
- (6) **Minutes:** The Secretary to the Design Review Board shall prepare minutes of each meeting for approval by the Design Review Board at the next regular meeting. Minutes shall be maintained as a public record.

- (7) **Attendance:** The minutes shall show the members in attendance at each meeting and the reason for absence submitted by any member. The Design Review Board shall recommend to the Mayor and City-Council the removal for cause of any member who is absent from three (3) consecutive meeting without adequate reason.

**Sec. 2.9-8. Design Review Board, Application Requirements for a Certificate of Appropriateness.**

- (A) **Applications for a Certificate of Appropriateness shall be submitted through the office of the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.**

Prior to the placement of an item on the agenda for the Design Review Board, an application for a Certificate of Appropriateness must be "complete" as determined by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development and must be submitted with the details as set forth in the Design Guidelines which are attached hereto and incorporated herein by reference. In the event that the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development has made a determination that the application for a Certificate of Appropriateness is not "complete" but the owner believes that the project application is "complete", the owner may make a written request to place the application on the agenda. To have the application placed on the agenda, the owner must provide the Chairman of the Design Review Committee with a letter outlining and documenting the reasons and facts which the owner contends make the application "complete". The applicant has five (5) working days from the notification of denial from the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development to provide the letter requesting placement on the agenda.

Unless specified elsewhere, at the time of consideration of a proposed project, the Design Review Board shall approve, approve with modifications, or disapprove the application. Additionally, action may be deferred by the Design Review Board to the next monthly meeting, but only upon concurrence of the owner/developer/agent.

- (B) **Certificate of Appropriateness, Application Fee:** Upon presentation of a signed application, the owner/agent must pay the required application fee of \$100.00 in order for the application to be considered. Once received by the City of Florence, the application fee is not refundable. An application fee will not be required from any local, state, or federal governmental entity. Additionally, an application fee will not be required of any owner or

developer for a project which is approved by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development pursuant to the authority under subparagraph (F) below.

- (C) **Option for Preliminary Plan Approval:** The applicant may submit for consideration by the Design Review Board a "Preliminary Plan" of the proposed project. Such a submittal shall be submitted and considered in accordance with the provisions of the Design Guidelines adopted herein.
- (D) **Certificate of Appropriateness, Public Hearing Requirement:** A public hearing shall be required when an application for a Certificate of Appropriateness is to be considered by the Design Review Board. The time and location of the public hearing shall be published in a newspaper of general circulation in The City of Florence at least fifteen (15) days prior to the public hearing. The property in question shall be posted for the same period as the newspaper notice. The manner of posting shall follow the same signage/notification requirements as specified in The Florence County-Municipal Consolidated Ordinance.
- (E) **Certificate of Appropriateness, Demolition:** When it is determined by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development that demolition is a part of a project covered by an application for a Certificate of Appropriateness, the Design Review Board may, if in their judgment the public is best served, postpone action for not more than two (2) scheduled monthly meetings. The initial hearing before the Design Review Board shall be counted as the first of the two monthly meetings. At the end of the above referenced deferral period the Design Review Board shall approve, disapprove, or approve with modifications. Additionally, action may be deferred further by the Design Review Board to the next monthly meeting, but only upon concurrence of the owner/developer or agent.
- (F) **Certificate of Appropriateness, Approval by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development:** The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development is hereby granted the authority to approve and issue a Certificate of Appropriateness administratively, without going before the Design Review Board, provided that the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development specifically determines that the materials, paint color, design, architectural features, or style of the project or signage conforms to the applicable district in the following situations:

- (1) Any project or signage for which the total cost does not exceed \$5,000 in which a specific determination is made by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development that the project in question is not a part of a larger project:
- (2) Interior modifications/maintenance or exterior maintenance, which does not change or impact the appearance of the structure, including, but not limited to, roofing, façade repairs, awnings, shutters or window replacement. This power does not extend to those properties and structures within the H-1 Historic District or those listed on the State or National Register of Historic Places.
- (3) For emergency and/or permanent repairs relating to the incident to any structure resulting from a Force Majeur, fire or accident beyond the control of the property owner or tenant as long as the repair in question does not exceed 25% of the value of the structure as determined by the tax assessor and the materials used in the repairs are consistent with the Design Guidelines for the District in which it is located.
- (4) In the Wilson Road Residential District all applications for a Certificate of Appropriateness may be issued by the Director of Urban Planning and Development.

In all cases, the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development may, in his discretion, refer the application to the Design Review Board for review and consideration with particular attention being paid to properties and structures within the H-1 Historic district.

- (G) **Certificate of Appropriateness, Resubmission of a Denied Application:** A property owner or agent may resubmit the same application for a Certificate of Appropriateness affecting the same parcel or project after twelve (12) months have passed. If, in the opinion of the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development, there are substantial changes and improvements in the application for a project, the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall allow an owner to resubmit an application for Certificate of Appropriateness affecting the same parcel or lot after a waiting period of ten (10) days from the date of the initial denial. The applicant is required to meet the forty-five (45) day submittal schedule as outlined in the Design Guidelines.

and requirements contained in the Certificate of Appropriateness. In the event a Certificate of Compliance is denied by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development the owner may appeal the decision by writing to the Design Review Board. In the event of an appeal, the Design Review Board shall consider and act on the appeal at its next regularly scheduled meeting.

**Sec. 2.9-10. Appeal from the Design Review Board.**

- (A) Any person with a substantial interest in any final decision of the Design Review Board may appeal from any decision of the Design Review Board to the City Council for the City of Florence by filing a Petition in Writing with the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development setting forth plainly, fully, and distinctly why the decision of the Design Review Board is contrary to law. Any such appeal must be filed within thirty (30) days after the affected party receives actual notice of the decision Design Review Board. City Council shall hold a hearing on said appeal within forty-five (45) days after receipt of the Petition. Council's decision on said appeal shall be by majority vote, and the Petitioner shall be notified of the decision in writing.
- (B) Any person with substantial interest in any decision of City Council on the appeal from the Design Review Board may appeal from said decision of City Council to the Court of Common Pleas for Florence County by filing a Petition in Writing with Clerk of Court for Florence County setting forth plainly, fully, and distinctly why the decision of City Council on appeal is contrary to law. Any such appeal to the Court of Common Pleas must be filed within thirty (30) days after the affected party receives written notice of the decision of City Council under Paragraph "A" of this section.

**Sec. 2.9-11. Administrative Officer and Responsibilities.**

- (A) The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall be the administrative officer who shall have the responsibility for implementation and enforcement of all of the provisions relating to the overlay districts and the Design Guidelines. The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development may delegate duties to subordinate officials to assist in such administration and implementation and to represent the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development as needed. Ultimate responsibility to the City Manager for such implementation, enforcement, and representation shall remain with the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.

- (B) The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall accept and examine all applications for a Certificate of Appropriateness and shall coordinate with the Florence County - Municipal Planning Department and the Building Official to ensure that all applications for new construction, renovation, rehabilitation, and demolition shall require a Certificate of Appropriateness if the property involved is located within the overlay districts. For landscape changes involving the removal of trees four (4) inches in caliper or greater or the removal of any hedge or shrub group exceeding thirty (30) inches in height, the owner/developer/agent shall submit an application for a Certificate of Appropriateness if the property involved is located within the overlay districts. Failure to comply with this requirement shall subject the owner/developer/agent to penalties as set forth in Section 1.7 of the Code of Ordinances, City of Florence, South Carolina.
- (C) If the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall find that any of the provisions of this ordinance are being violated within the overlay districts, he/she shall notify the person responsible for such violation in writing, indicating the nature of the violation and ordering the action necessary to correct it. The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall order the discontinuance of any unlawful uses of land, and (in full cooperation with the Building Official) the discontinuance of any unlawful building or demolition activity within the overlay districts or shall take any other action authorized by this ordinance or any other ordinance adopted by the City of Florence to ensure compliance with or to prevent violations of its provisions.
- (D) The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall have the authority and duty to accomplish all other tasks and responsibilities assigned to that position in the Design Guidelines which are incorporated herein.

## II.

**That the provisions of the Consolidated Zoning Ordinance applicable to the City of Florence be, and the same are hereby, amended to add the Design Guidelines applicable to the Wilson Road Residential Overlay District which are attached hereto as Exhibit 1, said Design Guidelines to be added to Appendix 7 to Section 2.9-3 of the Consolidated Zoning Ordinance.**



**III.**

**That this Ordinance, and the amendments contained herein, shall become effective immediately upon its approval and adoption.**

**ADOPTED THIS DAY OF \_\_\_\_\_, 2008.**

**Approved as to Form:**

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

\_\_\_\_\_  
Frank E. Willis  
Mayor

**Attest:**

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

**VII. c.**  
**Bill No. 2008-39**  
**Second Reading**

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** August 11, 2008  
**AGENDA ITEM:** Ordinance  
Second Reading  
**DEPARTMENT/DIVISION:** City of Florence Urban Planning & Development Department

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**I. ISSUE UNDER CONSIDERATION:**

*An annexation request by the Presbyterian Home of South Carolina for properties located at 2350 West Lucas Street and shown more specifically on Tax Map 0121-01-019 and 079.*

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

*The properties are contiguous to the City limits with both water and sewer available.*

*A Public Hearing for the zoning request for PDD, Planned Development District was approved unanimously by the Florence County/ Municipal Planning Commission at their June 24, 2008 meeting.*

**III. POINTS TO CONSIDER:**

*The applicant is requesting that their properties be annexed into the city.*

**IV. OPTIONS:**

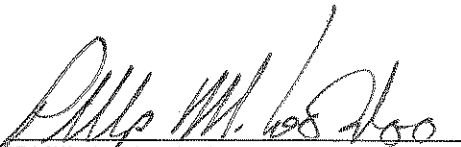
*City Council may:*

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

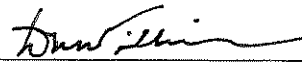
**V. PERSONAL NOTES:**

**VI. ATTACHMENTS:**

*Map showing the location of the property.*  
*Annexation checklist*



Phillip M. Lookadoo, AICP  
Urban Planning and Development Director



David N. Williams  
City Manager

**CITY OF FLORENCE**  
**ANNEXATION CHECKLIST**

Date: May 16, 2008

Instructions: Engineering Department completes items #6 thru 10  
Fire Department completes # 10a

1. Party requesting annexation: Presbyterian Home of SC
2. Location and acreage of property: 2350 W. Lucas Street
3. Tax Map reference: 00121-01-019 & 079
4. Contact name & phone number: Walt Hickman

**SERVICE AVAILABILITY INFORMATION**

| INITIALS   | YES/NO           | IF NO, COST ESTIMATE FOR CITY TO PROVIDE |
|--|------------------|--|
| 6. <u>SHA</u> Water Line   | Yes.             | Existing.                                |
| 7. <u>S.H.A.</u> Sewer Line  | Yes.             | Existing.<br>Private L.S. & F.M. to City |
| 8. <u>SHA</u> Storm Drainage   | Yes              |  |
| 9. <u>Yes. SHA</u> Paved Street<br>SCDOT <input type="checkbox"/> Other <input checked="" type="checkbox"/><br><u>Private &amp; Private</u><br>Length of existing curb and gutter. | Yes.<br><br>0 ft |  |
| 10. <u>SHA</u> Traffic Control devices, including street name signs  | Yes.             |  |
| 10a. <u>AD</u> Fire Hydrants   | Yes              |  |

\* Economic Feasibility Analysis attached

- 11. Requested Zoning : Planned Development District
- 12. Date of Petition: 5/2/2008
- 13. Party informed of costs and requirements of annexation: yes
- 14. Residents: Total: 88 18 and over: 88  
Registered Voters by Race: 52 - Caucasian

Annexation Checklist reviewed by:

Date:

Urban Planning & Development Director

*[Signature]* 5/19/08

Engineering Department Manager

*[Signature]* 5-19-08

Public Works Director

*[Signature]*

Police Chief

*[Signature]* 05-20-08

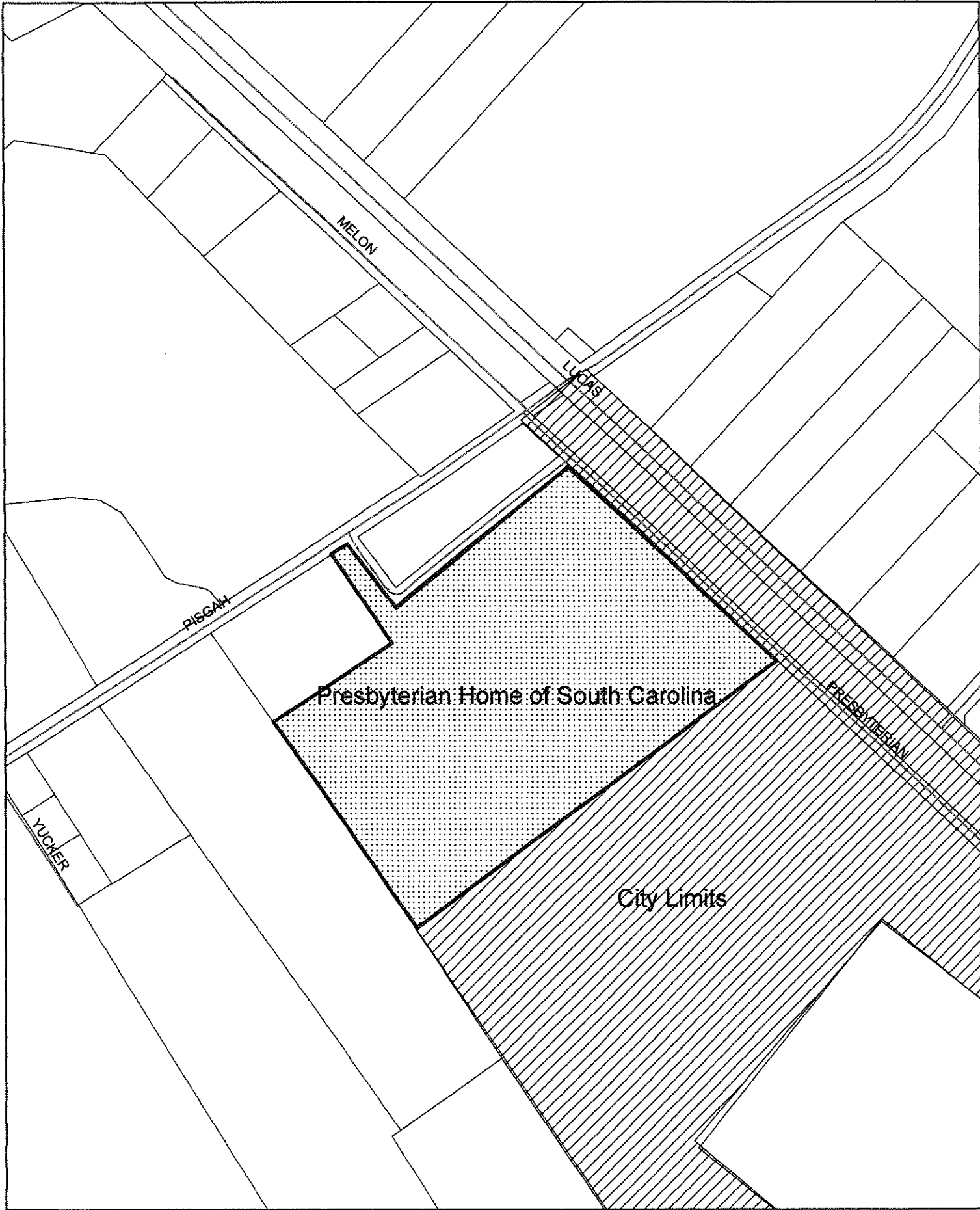
Fire Chief

*[Signature]* 5.21.08

City Manager

*[Signature]* 7-31-08

Please return completed form to: Liz Shaw, Urban Planning & Development Department



**STAFF REPORT  
TO THE  
FLORENCE CITY COUNCIL  
July 14, 2008  
PC#2008-48**

**Subject:** Request zone to PD, Planned Development District pending annexation approval by the City of Florence

**Location:** Property located at 2350 W Lucas St. in Florence County

**Tax Map Number:** 00121, Block 1, Parcel 19

**Council District(s):** 3, County Council  
1, City Council

**Owner of Record:** Presbyterian Home of South Carolina

**Applicant:** Walter Hickman

**Land Area:** Approximately 35 acres

**Existing Land Use and Zoning:**

The subject property is developed and has an active retirement/ hospice community on the property. The property is currently unzoned.

**Proposed Land Use and Zoning:**

The applicant proposes to zone the subject properties to PD, Planned Development to facilitate a land use of a wellness center, independent living cottages, independent living apartments, additional six bed group home, tennis court, resident storage building.

**Surrounding Land Use and Zoning:**

North: Commercial use / Unzoned, Florence County  
South: Undeveloped use / B-3, City of Florence  
East: Undeveloped use / Unzoned, Florence County  
West: Residential use / Unzoned, Florence County

**Florence County Comprehensive Plan:**

The subject property currently has the land use designation of Industrial Business. The applicant has requested to zone this property as a PD. This request complies with the Comprehensive Plan.

**Staff Analysis:**

Access and Circulation- Emergency access to the property will be by way of Lucas Street and Pisgah Rd.

Water and Sewer Availability- These services will be provided by the City of Florence Public Works.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be any waterway/body of water adjacent to the property. The property is not located in a flood zone.

Background- The applicant is requesting zoning of the property to PD, Planned Development District and pending annexation into the city of Florence.

Traffic Review- The proposed change in zoning should have little effect on the traffic flow.

**Technical Review meeting Action: June 9, 2008**

The Technical Review Committee recommended approval of the PD, Planned Development zoning ordinance.

**Florence County/Municipal Planning Commission Action: June 24, 2008**

The nine Planning Commission members present approved the zoning request unanimously at the meeting held on June 24, 2008.

**Florence County/Municipal Planning Commission Recommendation:**

The Planning Commission recommends approval of the zoning request by Florence City Council based on the request being in compliance with the Comprehensive Plan.

**Attachments:**

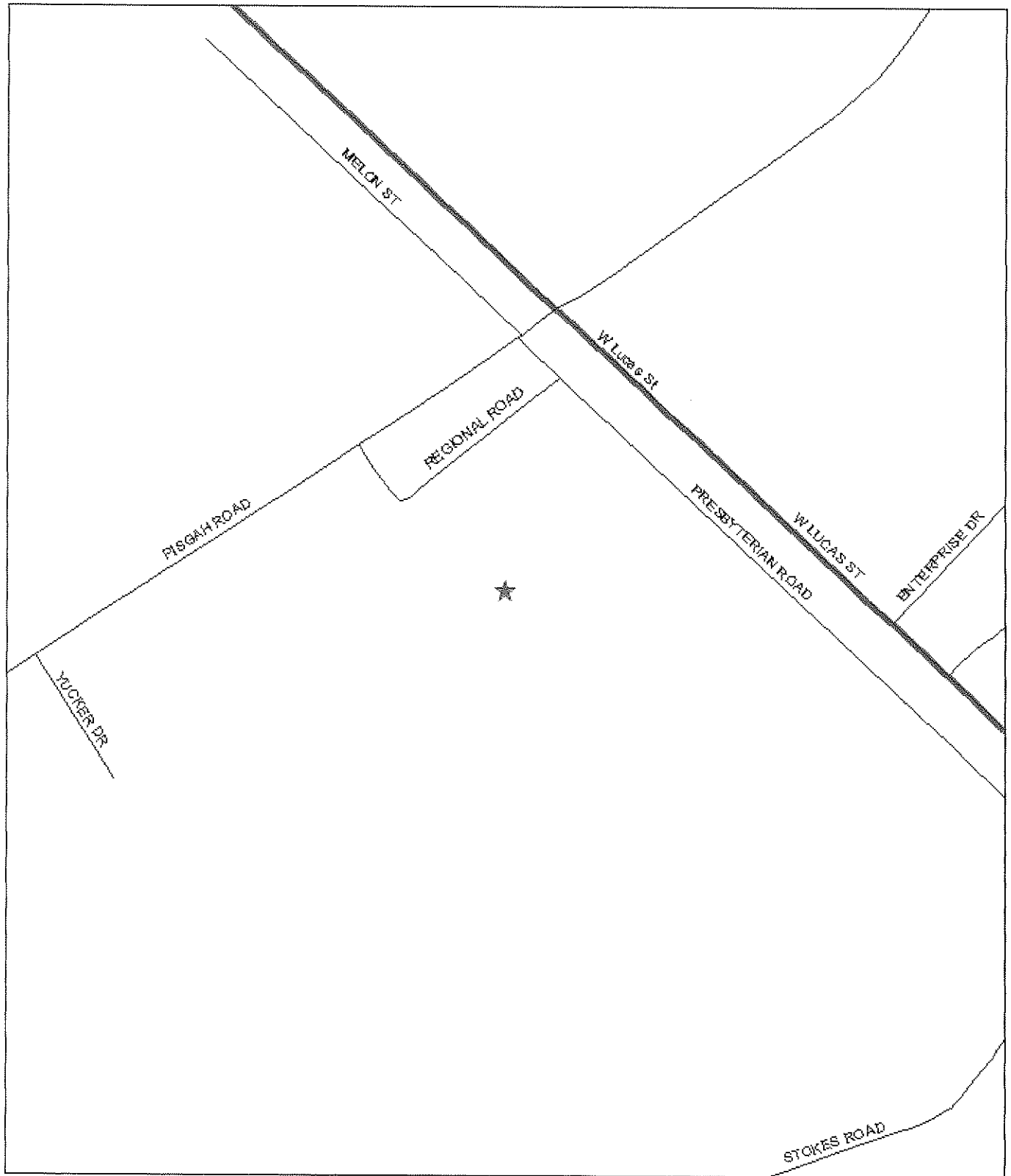
**Copies of the following are attached:**

1. Vicinity map
2. Location map
3. Comprehensive Land Use Plan map
4. Zoning map
5. Aerial photograph
6. Master plan
7. Comprehensive Plan information
8. Consolidated Zoning Ordinance information
9. PD ordinance

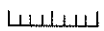


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**David N. Williams, City Manager**



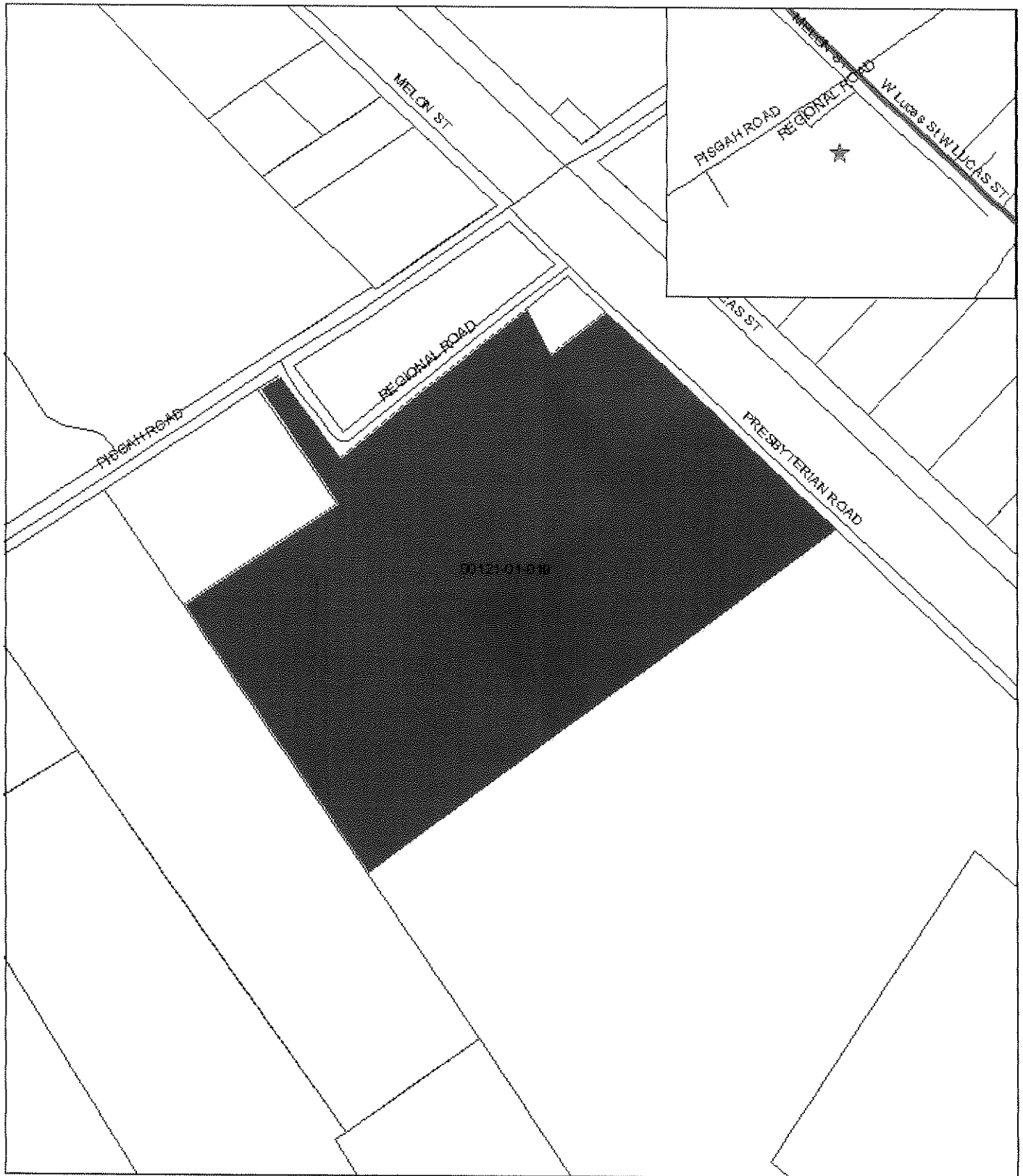
06830 260 Feet



Map Prepared by: RWE  
 Copyright 2007: Florence County/Municipal Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 2007

**COUNTY COUNCIL DISTRICT(S): 3**  
**PC#2008-48**





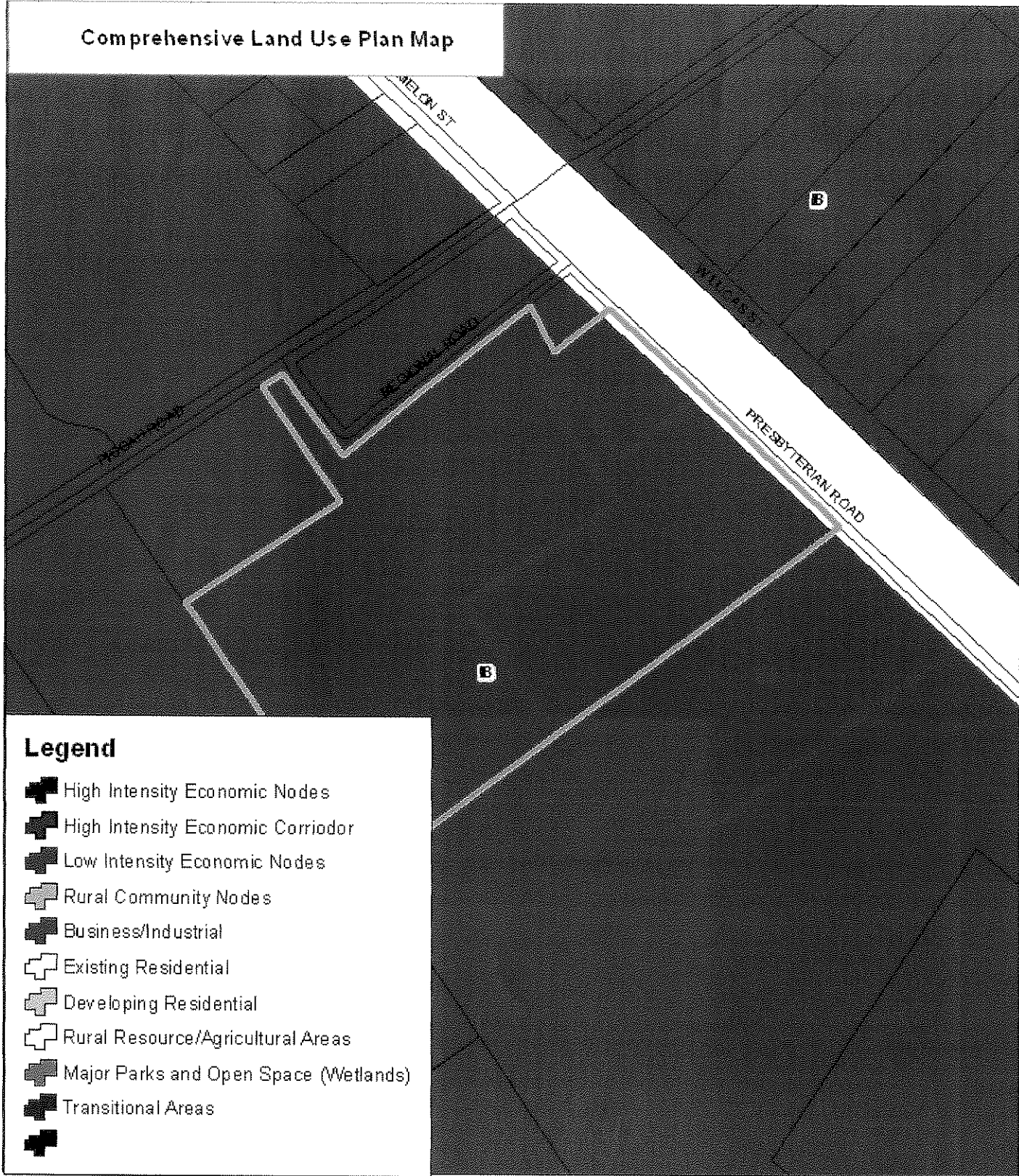
0 250 500 1,000 Feet





Map Prepared by: RWE  
 Copyright 2007: Florence County/Municipal Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 2007

**COUNTY COUNCIL DISTRICT(S): 3**  
**PC#2008-48**

# Comprehensive Land Use Plan Map



## Legend

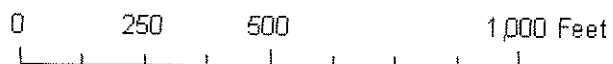
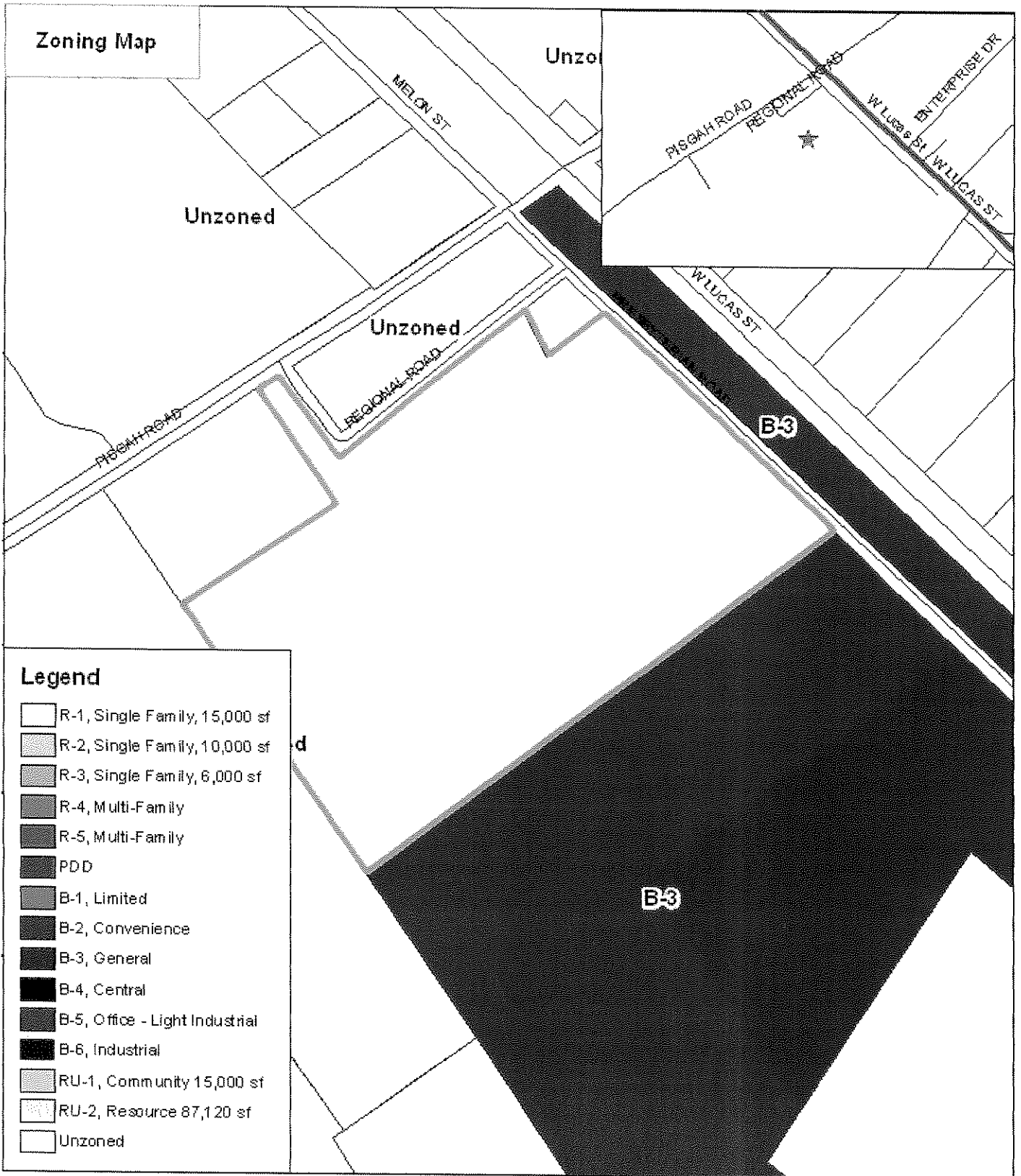
-  High Intensity Economic Nodes
-  High Intensity Economic Corridor
-  Low Intensity Economic Nodes
-  Rural Community Nodes
-  Business/Industrial
-  Existing Residential
-  Developing Residential
-  Rural Resource/Agricultural Areas
-  Major Parks and Open Space (Wetlands)
-  Transitional Areas
- 

0 260 520 1,040 Feet



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& Building Inspections Department  
Geographic Information Systems  
2007

COUNTY COUNCIL DISTRICT(S): 3  
PC#2008-48



Map Prepared by: RWE  
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 Geographic Information Systems  
 2007

**COUNTY COUNCIL DISTRICT(S): 3**  
**PC#2008-48**



Florence County 2003 Orthophotography Map



0 187.5 375 750 Feet



Map Prepared by: RWE  
Copyright 2007: Florence County/Municipal Planning  
& Building Inspections Department  
Geographic Information Systems  
2007

COUNTY COUNCIL DISTRICT(S): 3  
PC#2008-48

REVISIONS

THE PRESBYTERIAN HOME  
OF SOUTH CAROLINA  
AN EXISTING CONDITIONS SURVEY  
FLORENCE, SOUTH CAROLINA

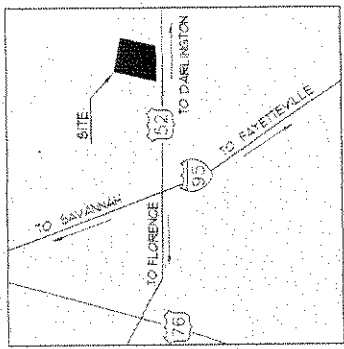


F W  
ARCHITECTS  
INC. AIA  
ARCHITECTURE  
PLANNING  
INTERIORS  
100 WEST ELM STREET  
FLORENCE, SC 29503  
PHONE (803) 687-8866  
FAX (803) 687-8865  
www.fwarchitects.com  
REGISTERED ARCHITECTS  
SOUTH CAROLINA

DATE  
MAY 2008  
COMMISSION NO.  
ANEKY  
DRAWING NO.

**S1**  
OF 1

SHEET DESCRIPTION  
OVERALL SITE PLAN  
DATE PLOTTED



LOCATION MAP  
NO SCALE

|                               |
|-------------------------------|
| PROPOSED USES:                |
| WELLNESS CENTER               |
| INDEPENDENT LIVING COTTAGES   |
| INDEPENDENT LIVING APARTMENTS |
| ADDITIONAL SIX BED GROUP HOME |
| TENNIS COURT                  |
| RESIDENT STORAGE BUILDING     |

THE PROPOSED USES SETBACKS  
SHALL BE NO CLOSER THAN 25'-0"  
FROM THE PROPERTY LINE.



PROPOSED CITY ANNEXATION AND REZONING SITE PLAN  
NO SCALE

# Comprehensive Plan Attachment:

## Economic Activity Areas Industrial-Business Areas

### Objective

The objective of the Industrial-Business designation is twofold, (1) to create industrial and business development opportunities and (2) to protect existing industrial and business interests from incompatible development.

Areas so designated have been determined to be suitable to such development based on soil conditions, access, and infrastructure (existing or planned).

### Strategy

- ✓ Identify and map areas with industrial and business potential, and take appropriate action to reserve such areas for future development.
- ✓ Promote the development of industrial and office parks within such areas.
- ✓ Facilitate such areas for industrial and business development.
- ✓ Reduce through zoning, site design, and/or buffer requirements potential conflicts between business/ industrial uses (existing and future) and residential uses.

### Plan Compliance Matrix

| <b>PLAN MAP OBJECTIVES<br/>(Summary)</b>  | <b>USE IN ACCORD WITH<br/>PLAN MAP OBJECTIVES</b>  | <b>USES AT VARIANCE WITH<br/>PLAN MAP OBJECTIVES</b>                           |
|---|--|--|
| Create industrial and business development opportunities, and protect industrial and business interests from incompatible development | <ul style="list-style-type: none"><li>❖ Industrial and business uses</li><li>❖ Institutional uses</li><li>❖ Wholesale and warehousing uses</li><li>❖ Big box retail</li><li>❖ Mixed-use planned development</li><li>❖ Existing residential and infill of existing subdivisions</li></ul> | <ul style="list-style-type: none"><li>❖ New residential subdivisions</li></ul> |

## **CONSOLIDATED ZONING ORDINANCE ATTACHMENT**

### **PD, Planned Development District**

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.

**ORDINANCE NO. 2008-\_\_\_\_\_**

**AN ORDINANCE TO ANNEX AND ZONE 35 +/- ACRES OF PROPERTY OWNED BY THE PRESBYTERY HOME OF SOUTH CAROLINA LOCATED AT 2350 WEST LUCAS STREET BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

**WHEREAS**, a Public Hearing was held in Room 803 of the City-County Complex on June 24, 2008 at 6:30 P.M. before the Florence County/Municipal Planning Commission and notice of said hearing was duly given; and

**WHEREAS**, Article IX, Section 9.5, entitled "Administrative Procedures, Actions" of the Consolidated Zoning Ordinance for the City of Florence adopted April 19, 1999, provides a procedure for amending the Official Zoning Map of the City of Florence; and

**WHEREAS**, an application by Walter Hickman, Trustee on behalf of The Presbytery Home of South Carolina for property located at 2350 West Lucas Street in Florence County was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be incorporated in the City limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina** and amending the zoning district classification of the aforementioned properties to PD, Planned Development District and described as follows:

**Shown on Florence County Tax Map No. 00121, Block 1, Parcel 19 approximately 35 +/- acres.**

**WHEREAS**, the Florence County/Municipal Planning Commission and 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 and annex and zone the aforesaid property to PD, Planned Development
  - I. The property located near the corner Lucas Street and Pisgah Road owned by The Presbytery Home of South Carolina is hereby annexed and zoned to PD, in accordance with the attached development plan and identified by the following tax map block and parcel number:

00121-01-019

- II. The Planned Development rezoning shall be with the following conditions:

Allowed Uses (NAICS):

Administrative Offices  
Assisted Living Facilities  
Skilled Care Facilities  
Wellness Center  
Independent Living Cottages  
Independent Living Apartments  
Group Homes  
Tennis Court



Residential Storage Building

Setback Requirements:

Twenty five (25) feet from property line

Signs

Size and location will stay as existing

- III. Said property being officially annexed and zoned to the classification Planned Development (PD), the official zoning map of the City of Florence is so amended to reflect said change.
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 \_\_\_\_\_, 2008.**

**Approved as to form:**

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

\_\_\_\_\_  
Frank E. Willis, **Mayor**

**Attest:**

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

**VII. d.**  
**Bill No. 2008-40**  
**Second Reading**

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** August 11, 2008  
**AGENDA ITEM:** Ordinance  
Second Reading  
**DEPARTMENT/DIVISION:** City of Florence Urban Planning & Development Department

---

**I. ISSUE UNDER CONSIDERATION:**

*An annexation request by Lamar & Doloris Horne for property located at 118 E. Shenandoah Lane and shown more specifically on Tax Map 90096-05-003.*

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

*The property is contiguous to the City limits with both water and sewer available.*

*A Public Hearing for the zoning request for R-3, Single-Family Residential District was approved unanimously by the Florence County/ Municipal Planning Commission at their June 24, 2008 meeting.*

**III. POINTS TO CONSIDER:**

*The applicant is requesting that their property be annexed into the city.*

**IV. OPTIONS:**

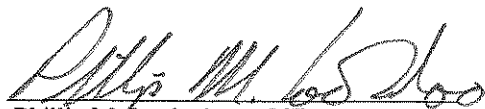
*City Council may:*

- (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.*  
*Annexation checklist*



Phillip M. Lookadoo, AICP  
Urban Planning and Development Director



David N. Williams  
City Manager

**CITY OF FLORENCE**

**ANNEXATION CHECKLIST**

Date: May 29, 2008

Instructions: Engineering Department completes items #6 thru 10  
 Fire Department completes # 10a

1. Party requesting annexation: Lamar & Deloris Horne
2. Location and acreage of property: 118 E Shenandoah Ln
3. Tax Map reference: 90096-05-003
4. Contact name & phone number: Deloris Horne

**SERVICE AVAILABILITY INFORMATION**

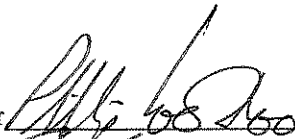
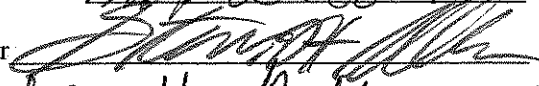
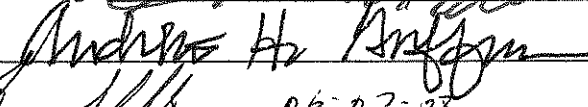

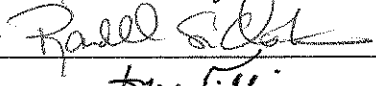

| INITIALS   | YES/NO | IF NO, COST ESTIMATE FOR CITY TO PROVIDE |
|--|--------|--|
| 6. <u>DB</u> Water Line  | YES    |  |
| 7. <u>DB</u> Sewer Line  | YES    |  |
| 8. <u>DB</u> Storm Drainage  | YES    |  |
| 9. <u>DB</u> Paved Street<br>SCDOT _____ Other <input checked="" type="checkbox"/> | YES    |  |
| Length of existing curb and gutter.  | 0 ft   |  |
| 10. <u>DB</u> Traffic Control devices, including street name signs                 | YES    |  |
| 10a. <u>B</u> Fire Hydrants  | YES    |  |

\* Economic Feasibility Analysis attached

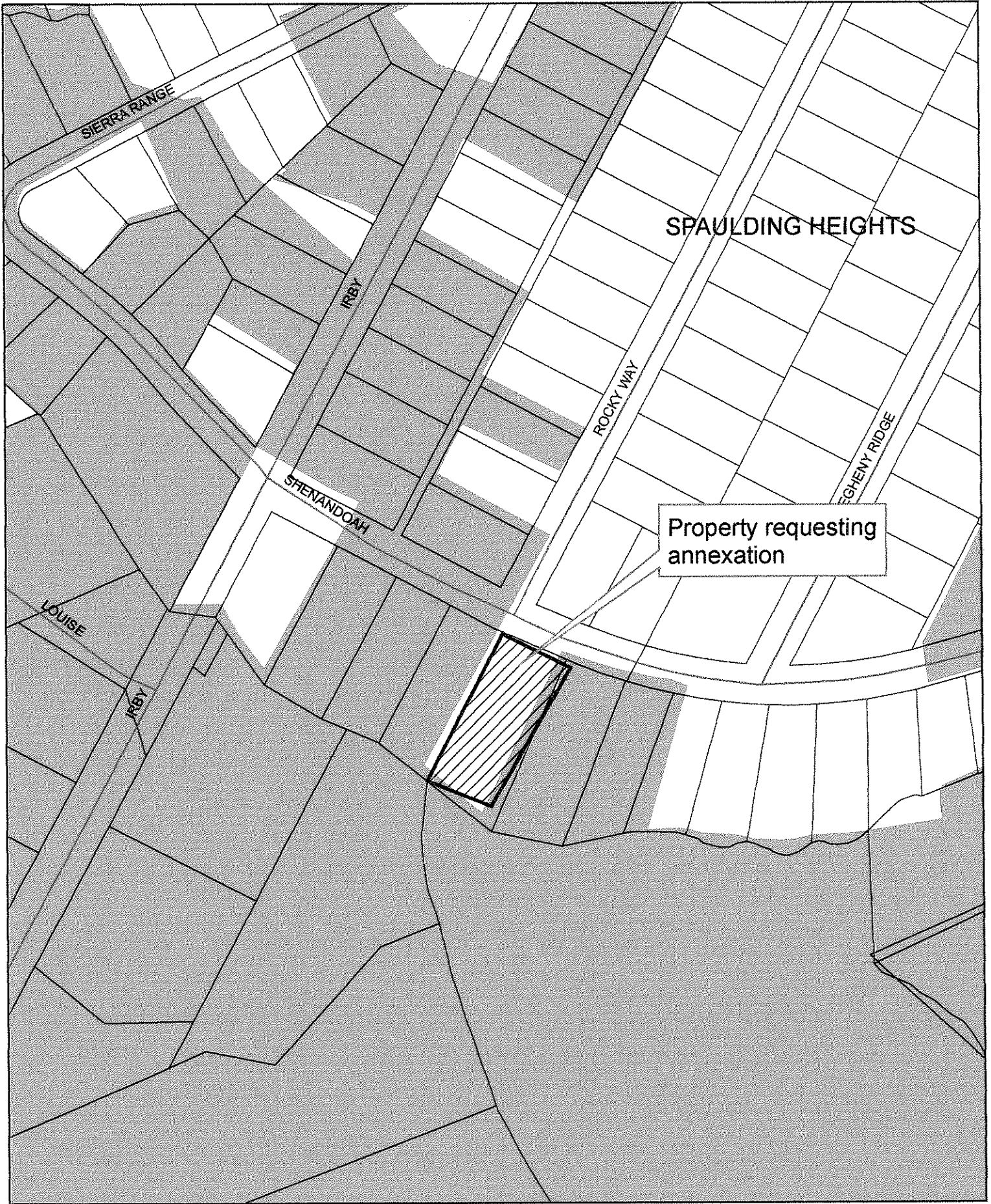
- 11. Requested Zoning : R-1, Single-Family Residential
- 12. Date of Petition:
- 13. Party informed of costs and requirements of annexation: Yes
- 14. Residents: Total: 18 and over:  
Registered Voters by Race:

Annexation Checklist reviewed by:

Date:

|                                       |  |          |
|---------------------------------------|--|----------|
| Urban Planning & Development Director |    | 5/30/08  |
| Engineering Department Manager        |   | 5-30-08  |
| Public Works Director                 |  | 5-30-08  |
| Police Chief                          |   | 06-02-08 |
| Fire Chief                            |   | 6.2.08   |
| City Manager                          |   | 7-31-08  |

Please return completed form to: Liz Shaw, Urban Planning & Development Department



SIERRA RANGE

SPAULDING HEIGHTS

IRBY

ROCKY WAY

EGHENY RIDGE

STENANDOAH

Property requesting annexation

LOUISE

IRBY

**STAFF REPORT  
TO THE  
FLORENCE CITY COUNCIL  
July 14, 2008  
PC#2008-49**

**Subject:** Zoning request to R-3, Single-Family Residential District contingent upon annexation approval by the City of Florence.

**Location:** Property is located at 118 E Shenandoah Lane, Florence County

**Tax Map Number:** 90096, Block 5, Parcel 3

**Council District(s):** 7; County Council  
2; City Council

**Owner of Record:** Lamar C. & Deloris C. Horne

**Applicant:** Deloris C. Horne

**Land Area:** 0.685 acres

**Existing Land Use and Zoning:**

The subject property is currently developed as single-family residential and currently unzoned.

**Proposed Land Use and Zoning:**

The applicant has not indicated any proposed land use change at this time. The applicant is proposing to zone the subject property to R-3, Single-Family Residential District pending annexation approval by the City of Florence.

**Surrounding Land Use and Zoning:**

North: Single-family residential/Unzoned /Florence County  
South: Vacant/ R-1/ City of Florence  
East: Single-family residential/Unzoned/ Florence County  
West: Single-family residential/ Unzoned/Florence County

**Florence County Comprehensive Plan:**

The property is currently designated as Existing Residential as established by the Land Use Element of the Comprehensive Plan. The request does comply with the Comprehensive Plan.

**Staff Analysis:**

Access and Circulation- Present access to the property is by way of Shenandoah Lane.

Water and Sewer Availability- These services are currently provided by the City of Florence.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be any waterway/body of water adjacent to the property. The property is not located in a flood zone.

Background- The subject property is requesting zoning to R-3, Single-Family Residential District pending annexation approval by the City of Florence.

**Florence County/Municipal Planning Commission Action: June 24, 2008**

The nine Planning Commission members present approved the zoning request unanimously at the meeting held on June 24, 2008.

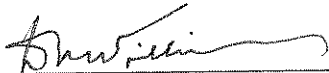
**Florence County/Municipal Planning Commission Recommendation:**

The Planning Commission recommends approval of the zoning request by Florence City Council based on the request being in compliance with the Comprehensive Plan.

**Attachments:**

**Copies of the following are attached:**

1. Ordinance
2. Vicinity map
3. Location map
4. Comprehensive Land Use Plan map
5. Zoning map
6. Aerial photograph
7. Comprehensive Plan information
8. Consolidated Zoning Ordinance information



---

**David N. Williams, City Manager**



0 110 220 440 Feet

N

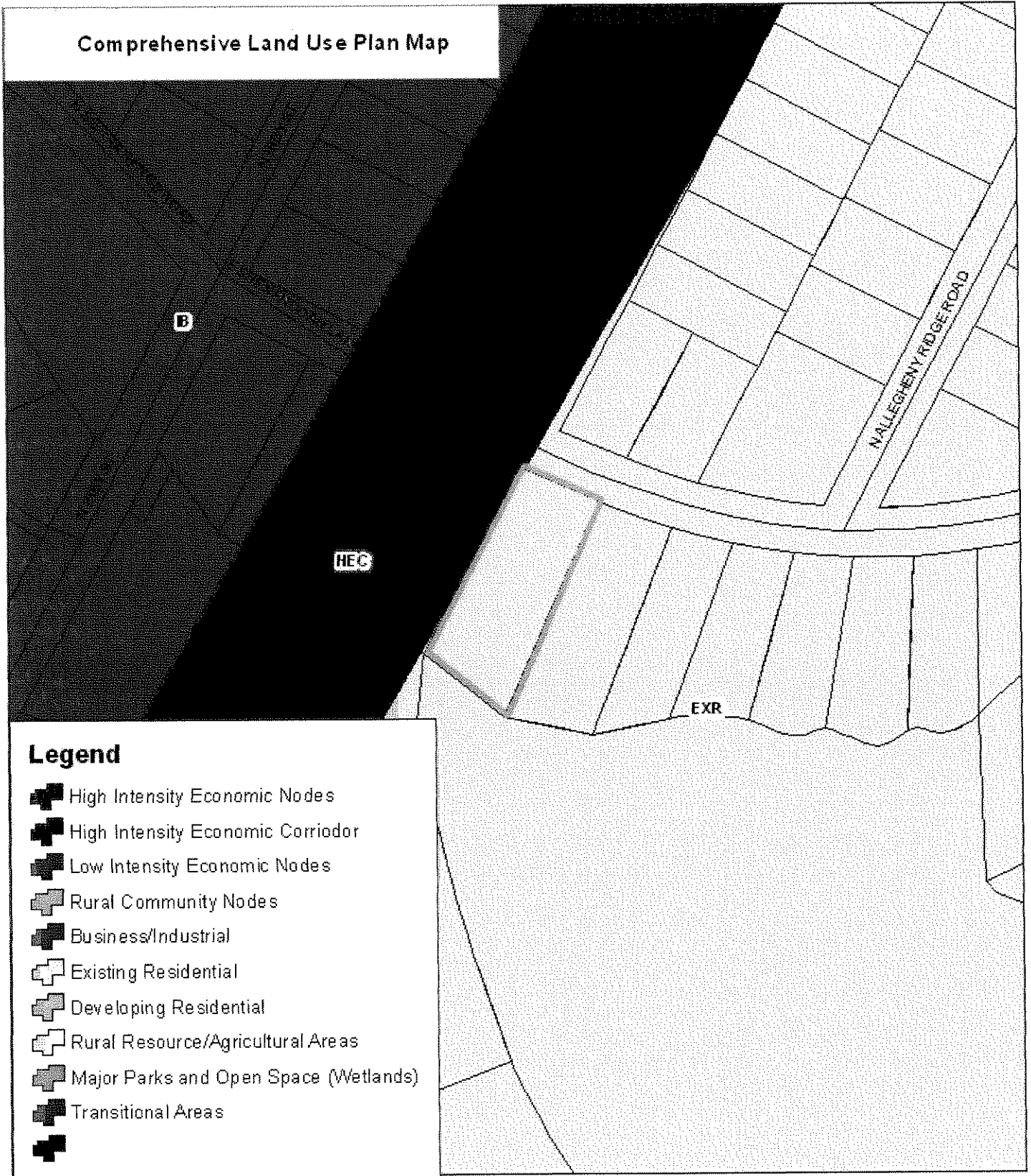


Map Prepared by: RWE  
 Copyright 2007: Florence County/Municipal Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 2007

COUNTY COUNCIL DISTRICT(S): 3, 7  
 PC#2008-49



# Comprehensive Land Use Plan Map



## Legend

- High Intensity Economic Nodes
- High Intensity Economic Corridor
- Low Intensity Economic Nodes
- Rural Community Nodes
- Business/Industrial
- Existing Residential
- Developing Residential
- Rural Resource/Agricultural Areas
- Major Parks and Open Space (Wetlands)
- Transitional Areas
- 

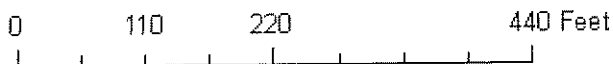
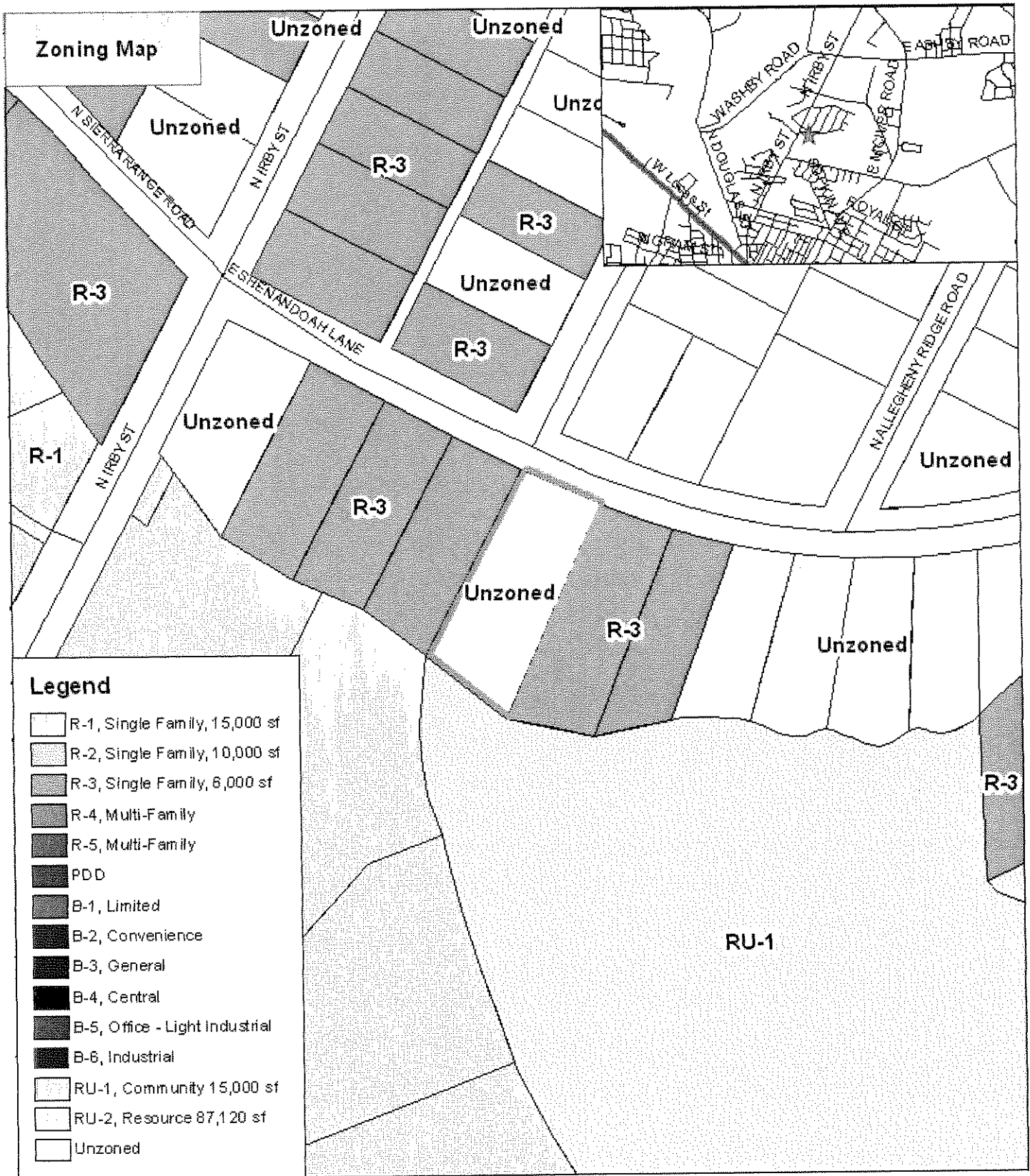
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Map Prepared by: RWE  
Copyright 2007: Florence County/Municipal Planning  
& Building Inspections Department  
Geographic Information Systems  
2007

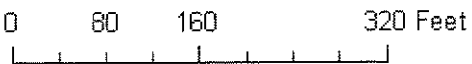
COUNTY COUNCIL DISTRICT(S): 3. 7  
PC#2008-49



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 & Building Inspections Department  
 Geographic Information Systems  
 2007

**COUNTY COUNCIL DISTRICT(S): 3.7**  
**PC#2008-49**

Florence County 2003 Orthophotography Map



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& Building Inspections Department  
Geographic Information Systems  
2007

**COUNTY COUNCIL DISTRICT(S): 3.7**  
**PC#2008-49**

# Comprehensive Plan Attachment:

## Residential Areas Existing Residential

Existing residential areas represent one of the most important resources in the county. As such, the retention and protection of such areas are paramount.

### Objective

The objective of this designation is to identify and protect the character and present use of residential resources (existing neighborhoods and subdivisions) and to prohibit development which would compromise or infringe on the prevailing character or continued use of such resources for residential purposes. Also, this designation is designed to promote in-filling of such areas with like uses as an efficient means of meeting future housing demands, and limiting sprawl.

### Strategy

The following strategies are designed to implement the objective of this classification.

- ✓ Identify and map such areas.
- ✓ Structure and apply zoning and development regulations aimed at protecting the use and integrity of such areas.
- ✓ Monitor existing subdivisions for sign of change of use and/or deteriorating conditions, and take appropriate action to stabilize and/or revitalize such areas for continued residential use.

## Plan Compliance Matrix

| <b>PLAN MAP OBJECTIVES<br/>(Summary)</b>  | <b>USE IN ACCORD WITH<br/>PLAN MAP OBJECTIVES</b>   | <b>USES AT VARIANCE WITH<br/>PLAN MAP OBJECTIVES</b>   |
|---|---|--|
| Protect and sustain existing residential areas, including property values and amenities | <ul style="list-style-type: none"><li>❖ Single-family detached, site built dwellings</li><li>❖ Manufactured housing compatible with design characteristics, safety, and habitability standards required of site built housing</li><li>❖ Institutional uses in support of and compatible with residential uses, e.g. schools, churches, parks, and recreation facilities</li></ul> | <ul style="list-style-type: none"><li>❖ Most non-residential uses, including commercial, industrial, and business uses</li><li>❖ Multi-family residential uses</li><li>❖ Mobile and Manufactured homes not meeting standards for inclusion with single-family site built dwellings</li></ul> |

## **CONSOLIDATED ZONING ORDINANCE ATTACHMENT**

### **R-1, R-2, and R-3 Single-Family Residential Districts**

Aside from differences in lot sizes and densities, these districts are intended to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

ORDINANCE NO.2008 - \_\_\_\_\_

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY LAMAR C. AND DELORIS C. HORNE LOCATED AT 118 E. SHENANDOAH LANE TO R-3, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.**

**WHEREAS**, a Public Hearing was held in Room 803 of the City-County Complex on July 14, 2008 at 6:30 P.M. before the Florence County/Municipal Planning Commission and notice of said hearing was duly given; and

**WHEREAS**, an application by Deloris C. Horne for property located at 118 E. Shenandoah Lane was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be incorporated in the City limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina** and amending the zoning district classification of the aforementioned properties to R-3, Single-Family Residential District and described as follows:

**Shown on Florence County Tax Map Number 90-096, Block 5, Parcel 3 consisting of 0.685 acre**

**Any portions of South Carolina Department of Transportation and other public right-of-ways abutting the above-described property will be also included in the annexation.**

**WHEREAS**, the Florence County/Municipal Planning Commission and 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 and annexing the aforesaid property to R-3, Single-Family Residential and incorporating it into the City Limits of the City of Florence.
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 \_\_\_\_\_, 2008**

**Approved as to form:**

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

\_\_\_\_\_  
Frank E. Willis, **Mayor**

**Attest:**

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



**VIII. a.**  
**Bill No. 2008-42**  
**First Reading**

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** August 11, 2008  
**AGENDA ITEM:** Ordinance  
First Reading  
**DEPARTMENT/DIVISION:** City of Florence Urban Planning & Development Department

---

**I. ISSUE UNDER CONSIDERATION:**

*A request by Shaw Lumber Company to abandon the northern end of the right-of-way of North Guerry Street. The street dead-ends into the railroad right-of-way and is currently unopened.*

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

*The right-of-way in question is unopened and has been used for many years by Shaw Lumber Company as part of their work space. It appears that some buildings even extend into the right-of-way. The owners of Shaw Lumber Company have recently established ownership of both sides of this unopened portion of the street.*

*Access will continue to be available to all other properties located on North Guerry Street.*

*There are no city utilities located within this section of North Guerry Street.*

*Public notice of this request has been published in the Morning News , three times as required by Section 2-28 of the City of Florence Code of Ordinances.*

**III. POINTS TO CONSIDER:**

*The applicant is requesting that the City abandon its interest in the unopened 40 foot right of way extending south from the CSX right of way for approximately 200 feet which contiguous to properties on either side, owned by Shaw Lumber Company.*

**IV. OPTIONS:**

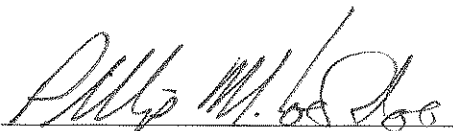
*City Council may:*

- (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 right-of-way to be abandoned.*  
*Applicant's letter*



Phillip M. Lookadoo, AICP  
Urban Planning and Development Director



David N. Williams  
City Manager

PHONE 843/662-3289  
FAX 843/667-0044

P.O. BOX 7  
FLORENCE, SC 29503

# SHAW LUMBER COMPANY, INC.

121 LAWSON STREET  
FLORENCE, SOUTH CAROLINA 29501

---

Mr. David Williams, Manager  
City of Florence  
City County Complex AA  
180 North Irby Street  
Florence, SC 29501

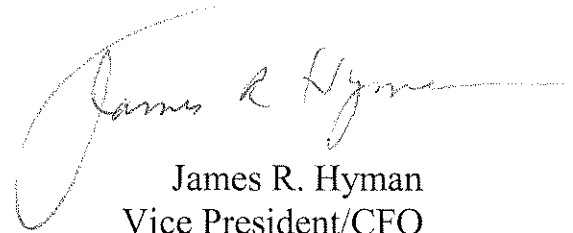
Dear Sir:

Shaw Lumber Company Inc. has recently acquired both sides of the end of North Guerry Street. Both buildings on these properties will be used for our warehouse use. We would like to request that the city close this end of Guerry Street so that we can erect a fence and create a fully enclosed workplace. Please advise us of any forms, documents or other paperwork needed to fulfill this request. Thank you for your time and consideration.

Sincerely,



Alex Thompson  
President/CEO



James R. Hyman  
Vice President/CFO



HARRELL

Street Right-of -way  
to be abandoned

Shaw Lumber

WAVERLY

NOME

N Guerry St

LAWSON

EVANS



HARRELL

Street Right-of -way  
to be abandoned

Shaw Lumber

WAVERLY

NOBLE

N QUERRY ST

LAWSON

EVANS



**ORDINANCE NO. 2008 \_\_\_\_\_**

**AN ORDINANCE TO ABANDON UNOPENED RIGHT-OF-WAY ON NORTH GUERRY STREET.**

**WHEREAS**, an application was made by Shaw Lumber Company, Inc. requesting the City of Florence to abandon its interest in the approximately 200 feet of unopened right-of-way at the northern end of North Guerry Street which is also adjacent to property owned by Shaw Lumber Company, Inc.

**WHEREAS**, a public notice was published three times in the Morning News prior to the August 11, 2008 City Council meeting as required by City Code Section 2-28(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 the City of Florence abandons all interest in the aforementioned street and one half of the property will revert to the property owner on either side of the street.
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008**

**Approved as to form:**

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

\_\_\_\_\_  
Frank E. Willis, Mayor

**Attest:**

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

FLORENCE CITY COUNCIL MEETING

VIII. b.  
Bill No. 2008-43  
First Reading

DATE: August 11, 2008  
AGENDA ITEM: Ordinance--First Reading  
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

An ordinance authorizing loan financing from the SC Brownfields Cleanup Revolving Loan Fund (BCRLF) to pay a portion of the costs associated with contaminated soil remediation at the former Bush Recycling Center site and the cancellation of a prior related indebtedness in the amount of \$625,000 with a new loan in the new principal amount of \$1,025,000.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

A. City Council adopted an ordinance on November 19, 2007 authorizing a BCRLF loan in the amount of \$625,000 to fund a portion of the contaminated soil remediation activities at the Bush Recycling Center site.

B. Contaminated soil remediation activities commenced at the site on May 19, 2008 and are anticipated to be completed in August, 2008.

C. The original estimated cost to remove and dispose of contaminated soil and replace the excavated soil was \$990,000. Of this amount, \$240,000 was funded from the \$200,000 Brownfields Cleanup grant combined with \$40,000 of grant matching funds from the City. The remaining balance was funded from a \$625,000 BCRLF loan for ten years with 1% interest and a City match of \$125,000.

D. Activities necessary to complete the environmental remediation now have a projected cost of approximately \$1.4 million, or \$500,000 greater than originally projected, due to the increase in the amount of contaminated soil and debris that was actually required to be removed from the site; additional activities associated with site preparation; additional clearing of trees and concrete foundations; and the discovery of three unknown underground storage tanks not included in the initial remediation tasks.

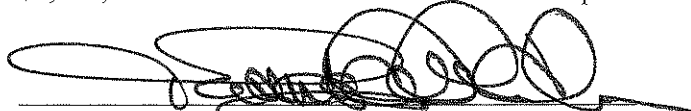
III. POINTS TO CONSIDER

A. To finance the additional \$500,000 it is recommended that the City obtain an additional \$400,000 in Brownfields Cleanup Revolving Loan Funding with a City match of \$100,000. This funding will be used for the additional tasks noted above to complete the remediation project as required by SCDHEC. The original loan terms and conditions of a 1% annual interest rate and a 10-year amortization will apply to the requested \$400,000 in additional Brownfields Cleanup Revolving Loan funding.

B. This 1% interest loan qualifies for a "loan forgiveness" of 30% up to \$200,000 of the borrowed amount, resulting in ten-year debt service payments based on \$825,000 instead of \$1,025,000.

IV. STAFF RECOMMENDATION

Approval and adoption of the proposed ordinance providing for a ten-year, 1% interest loan for a total of \$1,025,000 to be used for environmental cleanup costs of the former Bush Recycling Center.



Thomas W. Chandler  
Finance Director



David N. Williams  
City Manager

ORDINANCE NO. 2008-\_\_\_\_\_

**AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN ORDER TO FUND A PORTION OF THE COSTS ASSOCIATED WITH SOIL REMEDIATION OF THE FORMER BUSH RECYCLING CENTER; TO AUTHORIZE THE EXECUTION AND DELIVERY OF THOSE DOCUMENTS IN CONNECTION THEREWITH; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, The City of Florence, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "City"), proposes to fund a portion of the costs associated with soil remediation of the former Bush Recycling Center and the cancellation of a prior related indebtedness in the amount of \$625,000 (the "Project") with a new loan in the new principal amount of \$1,025,000; and

**WHEREAS**, the South Carolina Department of Health & Environmental Control (the "Lender") acting through its fund manager is authorized to make loans through the Catawba Regional Development Corporation ("CRDC") South Carolina Brownfields Cleanup Revolving Fund Loan (the "Fund"); and

**WHEREAS**, CRDC has proposed terms relating to a loan from the Fund to the City which, if it receives final approval from the Lender, CRDC and the City, could provide financing for the Project; and

**WHEREAS**, an outline of such proposed terms is attached hereto as Exhibit A; and

**WHEREAS**, the security for the proposed borrowing is a pledge of revenues generated through the City's General Fund and a first mortgage on terms and conditions satisfactory to the Lender on the City's Sanborn Street Building and the land on which it is situated in the City and on the 4.73 acres of land comprising the Bush Recycling Center on N. Irby Street in the City (the "Mortgage") and does not constitute a pledge of the full faith, credit and taxing power of the City; and

**WHEREAS**, Section 5-7-260 of the Code of Laws of South Carolina 1976, as amended, grants to cities the power to mortgage real property; and

**WHEREAS**, the Project serves a valid corporate and public purpose of the City; and

**WHEREAS**, the City has received a final proposal for the financing of the Project on the terms and conditions set forth in Exhibit A; and

**WHEREAS**, City Council of the City ("Council") has determined, and hereby determines, that it is in the City's best interest to accept the outline of the proposal of the Lender as shown on Exhibit A hereto; and

**WHEREAS**, the City intends to enter into the Mortgage, a Promissory Note (the "Note") and a Loan Agreement (the "Loan Agreement") (the Mortgage, the Note and the Loan Agreement are hereinafter referred to as the "Loan Documents") between the Lender and the City. The Note and the Loan Agreement are in substantially the forms attached hereto as Exhibits B and C, respectively; and

**WHEREAS**, under the terms of the Note, the City shall convey a first mortgage in the real property described above.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA,** in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.
2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken with respect to this transaction.
3. The proposal of the Lender on the proposed terms and conditions attached hereto as Exhibit A is hereby approved and accepted.
4. The Mortgage of the real property described above is hereby approved. The Note shall be in the principal amount of \$1,025,000, and shall bear interest and be payable as described in Exhibit A.
5. The Mayor (the "Mayor") is hereby authorized and directed to execute and deliver the Loan Documents on behalf of the City in such form as he approves, with the advice of counsel, his execution being conclusive evidence of his approval; and the Clerk of Council is hereby authorized and directed to affix the corporate seal of the City to the Loan Documents and to attest the same.
6. The Mortgage by the City to the Lender or its assigns on the real property described herein is hereby approved.
7. The consummation of all transactions contemplated by the Loan Documents is hereby approved.
8. The Mayor, the City Manager, the Finance Director and all other appropriate officials of the City are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the City or the Lender or CRDC in order to carry out, give effect to, and consummate the transactions contemplated by the Loan Documents.
9. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
10. This Ordinance shall become effective immediately upon second reading by the Council.
11. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.
12. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

**Approved as to form:**

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

\_\_\_\_\_  
Frank E. Willis  
**Mayor**

**Attest:**

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



# CATAWBA REGIONAL DEVELOPMENT CORPORATION

Catawba Regional Center  
P.O. Box 450  
Rock Hill, South Carolina 29731

215 Hampton Street  
Tele. (803) 327-9044  
FAX (803) 327-1912

July 10, 2008

Mr. David Williams  
City Manager  
City of Florence, SC

Mr. Drew Griffin  
Director of Public Works  
City of Florence, SC

Mr. Thomas Chandler  
Director of Finance  
City of Florence, SC

Gentlemen:

Catawba Regional Council of Governments ("CRCOG") is the fund manager for the SC Brownfields Cleanup Revolving Loan Fund ("BCRLF" or "the fund") on behalf of the South Carolina Department of Health and Environmental Control ("Lender" or "DHEC"). Lender has authorized CRCOG to provide the following commitment letter for a loan to the City of Florence ("Borrower").

**1) Borrower: City of Florence, SC**

**2) Corporate Guarantor (Joint and Several): N/A**

**3) Loan Amount:** Up to a maximum of One-million-twenty-five thousand dollars (\$1,025,000) based upon approved project costs. Loan proceeds will be disbursed at the request of Borrower throughout the environmental cleanup process in accordance with Paragraph 17 hereof.

**4) Loan Purpose:** The BCRLF loan shall provide up to \$1,025,000 of the anticipated \$1,490,000 of total eligible project costs, per the application, for the cleanup of the property known as the Bush Recycling Center as described in Paragraph 7 below. The balance of project costs shall be provided by Borrower via the following: a) a BCRLF match (approved in-kind or cash) of \$125,000 for the first \$625,000 of loan proceeds, and \$100,000 for the remaining \$400,000 of loan proceeds (20% of the \$500,000 incremental project costs). A total of \$225,000 of local matching funds will be required, assuming that the entire \$1,025,000 is borrowed; b) application of proceeds of a \$200,000 EPA Clean-up Grant; and c) a 20% local match of the EPA Clean-up Grant amounting to \$40,000. Loan proceeds are to be used only for S.C. DHEC approved and eligible environmental cleanup costs of the former Bush Recycling Center, located at 180 N. Irby Street in Florence, SC.



**5) Interest Rate, Term and Repayment:** The BCRLF loan shall bear an annual interest rate of one percent (1.0%), and will have an interest only period through the remediation process for a maximum of 6 months from the closing date. During this interest-only period, interest will be accrued and payable monthly based upon outstanding principal balances at the end of each calendar month. There shall be no principal payments remitted by Borrower during the interest-only period. Following the interest-only period, the loan will be fully amortized over (20) semi-annual payment periods.

Projected principal and interest payments are calculated based upon the BCRLF note's face amount (\$1,025,000), less the cumulative debt to be forgiven (\$200,000 - see paragraph 18), at the semi-annual interest rate of .005%, amortized over 20 semi-annual payments. Semi-annual principal and interest payments of \$43,449.82 (assuming full BCRLF note amount is utilized) will be remitted by Borrower throughout the term portion of the loan. At maturity, all outstanding principal and accrued interest will be due and payable.

**6) Repayment and Proof of Authorization:** Repayment of the loan will be made through a pledge of revenues generated through the City of Florence general fund. Appropriate authorization including an ordinance from City Council authorizing the borrowing, mortgage of property and designation of general fund revenues for repayment, along with an attorney opinion letter each in a form acceptable to Lender will be required prior to closing.

**7) Security and Documents for the Loan:** The loan will be evidenced by, among other things, a promissory note, a loan agreement, and mortgages in a form acceptable to Lender. Security shall consist of (i) a pledge of the general fund revenues; (ii) a title-insured first mortgage on 4.73 acres of land comprising the former Bush Recycling Center on N. Irby Street in Florence, SC; and (iii) a title-insured first mortgage on a ~1,684 sq. ft. commercial building and adjacent lot located at 167 Sanborn Street in Florence, SC.

Furthermore, Borrower will provide a Certificate of Completion from DHEC upon completion of cleanup activity. If project costs escalate beyond the anticipated \$1,490,000 as identified in the application, Borrower agrees to complete the project cleanup to the extent necessary for a Certificate of Completion to be awarded by DHEC. Borrower is responsible for any costs in excess of the total project cost amount as identified in the application.

Lender shall be furnished with such security and credit instruments, as Lender shall deem necessary for its protection. In addition to other documents that may be required by Lender, the following documents each in a form acceptable to Lender shall be required on or before closing:

- (a) Promissory Note evidencing the BCRLF loan;
- (b) Mortgage granting a first priority lien on the subject property;
- (c) Loan Agreement;
- (d) Mortgage Title Insurance Policy (for both the project property on Irby Street and for the Sanborn Street property);
- (e) Closing Statement signed by Borrower;
- (f) Appropriate ordinances from Borrower to borrow the funds and pledge the security;
- (g) Opinion letter from Borrower's counsel opining on the legality and enforcement of the various loan documents;

- (h) Proof of EPA grant in the amount of \$200,000 and authorization of 20% equity match;  
and
- (i) Proof of authorization and required local match of the final BCRLF loan amount.

**8) Late Charge:** To the extent allowed by law, the note shall impose a late charge of five percent (5%) of the current balance due if total payment is not received within 10 days of the loan payment due date.

**9) Origination Fee:** A fee of \$4,000 (1% of the new BCRLF funds) will be due and payable upon acceptance of this loan commitment. This fee will be considered earned by and payable to Lender and shall be paid by Borrower whether or not the loan closes.

**10) Title Insurance:** Lender shall be furnished with a title insurance commitment for the loan in a form and from a title insurance company satisfactory to Lender for the property described in section 7. The policy to be issued pursuant to the commitment shall insure the owner possesses good and marketable title in fee simple and shall insure Lender in the principal amount of the BCRLF loan as possessing a first mortgage security interest in the subject property and the property located at 167 Sanborn Street, free and clear of all encumbrances or other interests and free of encroachment of any kind, subject only to such exceptions, if any, as shall be approved in writing by Lender. Lender may, at its option, require that the title insurance commitment contain additional endorsements, affirmative coverage against violations of any restrictive covenants and affirmative coverage as to egress and ingress.

**11) Property/Hazard Insurance:** Lender will be provided with a hazard insurance policy in an amount acceptable to Lender listing Lender as lien holder for the property described in paragraph 7 above (Sanborn Street). Borrower shall provide evidence of property/hazard insurance no less than annually, or as requested by Lender and/or CRCOG.

**12) Environmental Assessment and Information:** Borrower has already provided copies of all environmental investigation (i.e. Phase I and Phase II environmental assessment reports), as well as final Voluntary Cleanup Contracts as executed with DHEC for the subject property. Any amendments, changes, or modifications to the VCC shall be provided to fund manager. Additionally, borrower shall complete an Environmental Questionnaire (see attached) on the property located at 167 Sanborn Street. Commitment is subject to satisfactory review of the Questionnaire.

**13) Costs and Expenses:** Borrower shall pay all costs and expenses incurred in connection with the BCRLF loan, whether said loan is closed or not, including and without limitation, any required appraisal fees, legal fees (for commitment, loan documents, ordinance, and closing), license fees and premiums. The firm of Spencer and Spencer, P.A. (Rock Hill, SC) is representing CRCOG as fund manager and preparing the various loan documents and closing the BCRLF loan on behalf of DHEC. These costs and expenses shall be paid no later than at the closing of the BCRLF loan.

**14) Non-Assignability:** Neither this commitment nor any future loan proceeds shall be assignable by Borrower.

**15) Governing Laws:** The loan transaction contemplated herein, and all documents executed pursuant to, shall be construed according to and governed by the laws of the State of South Carolina except to the extent governed by federal law.

**16) Financial Records and Substantiation of Project Costs:** Borrower shall provide Lender proof of project costs equal to or greater than \$1,490,000, by category as expressed in Borrower's application for BCRLF funds, and Borrower's letter requesting additional funds, dated June 26, 2008. Borrower shall provide Lender and/or CRCOG CPA audited annual financial statements within 120 days of each fiscal year end.

**17) Disbursements:** It is anticipated that loan disbursements shall be made in increments of at least \$100,000, and any disbursement shall be subject to approval of submitted project costs by DHEC and, if applicable, the U.S. Environmental Protection Agency. All disbursement requests must be made in writing in a form acceptable to DHEC. The disbursements shall not exceed 100% of the cost of the materials and labor expended towards the work described in the request for payment form. DHEC reserves the right to inspect the subject property from time to time to insure that performance of the environmental work is satisfactory to DHEC, including in accordance with the submitted project costs and cleanup work plan, and to ensure that the loan has not been over-advanced.

**18) Debt Forgiveness:** Up to 30% of this BCRLF loan will be forgiven, to a maximum of \$200,000, according to U.S. EPA Brownfield Cleanup Revolving Loan Fund Guidelines. Loan forgiveness is contingent upon Borrower compliance with all of the terms and conditions set forth in the loan documents. Based upon the entire project costs being funded and the entire BCRLF loan amount utilized, debt forgiveness will equate to \$200,000. If the full loan amount is not drawn, the amount to be forgiven will equal the lesser of 30% of the final loan amount or \$200,000. The debt to be forgiven will be written down over the term of the loan, in ten, equal, annual installments (i.e. \$20,000 year, based upon complete utilization of loan commitment). Upon an uncured default under the loan agreement, note, mortgage or other loan documents during the term of the loan, the entire amount of the outstanding principal, including the remainder of debt that would have been forgiven, and all accrued interest, will be accelerated and due and payable upon demand by Lender.

**19) Commitment Term:** Except as otherwise provided herein, this commitment shall remain valid until September 10, 2008. If the BCRLF loan commitment has not been accepted by that date, then Lender has no obligation to fund the loan and may withdraw this commitment in its sole discretion.

**20) Modifications and Amendments:** The commitment in which the provisions hereof are incorporated supersedes any and all prior communications, agreements, offers, and statements, whether written or oral, made by Lender, or anyone acting per authorization on its behalf. No change in the provisions of the commitment shall be binding unless in writing and executed in the name of Lender by the fund manager (Catawba Regional Council of Governments) and a duly authorized officer of the Borrower.

Upon closing this \$1,025,000 BCRLF loan, the City's *existing* BCRLF loan in the amount of \$625,000 which was closed on December 10, 2007, shall be fully satisfied and repaid with proceeds from the new loan contemplated herein. The new \$1,025,000 BCRLF loan is being

structured as one loan (i.e. \$625,000 original loan + \$400,000 of new funds) for the convenience of the Borrower. Therefore, the new \$1,025,000 BCRLF loan should only be considered as an increase in the total project indebtedness, not a refinancing of existing debt.

**21) Termination of Commitment:** The validity of this commitment is subject to the accuracy of all information, representations, and materials submitted with or in support of the application for the BCRLF loan. In addition to the foregoing, Lender reserves the right to cancel this commitment and to terminate its obligations hereunder at any time before the loan closes without any further liability or obligation to the Borrower in any of the following events: (a) Failure of the Borrower to comply within the time specified with any of the provisions or conditions applicable to this commitment, (b) Non-payment within the prescribed time of any fees and expenses provided for in this commitment, (c) Insufficiency of title as determined by the sole opinion of Lender or lack of approval or acceptance by Lender to any of the documentation delivered or to be delivered or executed hereunder, (d) Filing by or against Borrower any petition in Bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of the making of the assignment of the benefit of the creditors, or (e) Any change subsequent to this commitment deemed by Lender to be material or substantial in the assets, net worth of credit standing to Borrower, or the taking of judgment against the Borrower, which, in the sole discretion of Lender, could materially adversely affect the credit standing of the Borrower or the ability of Borrower to perform under this commitment. Lender shall be provided with Borrower's internal FYE08 general fund financial statements as soon as practical and prior to loan closing.

**22) Early Payoff:** With the exception of the interest-only period described in Paragraph 5, this loan may be paid off in part or in its entirety at any time prior to the date of maturity. Borrower will incur an administrative charge of \$150 for early payoff.

**23) Compliance with Federal and DHEC Requirements:** Borrower shall comply with all DHEC requirements for use of the loan proceeds; the Voluntary Cleanup Contract 04-5563 between DHEC and Borrower; any and all state or federal rules and regulations pertaining to cleanup of the subject property and receipt of state or federal funds.

**24) Miscellaneous:** This commitment and the loan made pursuant thereto are made solely for the benefit of the Borrower and are not to provide any benefit to anyone other than the Borrower, and this commitment, or the terms thereof, are not to be displayed or communicated by the Borrower to any third party, without prior written consent of Lender. This commitment, once accepted, shall survive the loan closing and become binding together with all other loan documents.

**25) Loan Closing; Final Disbursement:** The loan shall be closed on or before October 12, 2008. All loan proceeds must be disbursed no later than six months from the closing date.

**26) Other:** Borrower agrees to allow Lender and/or fund manager to place a sign on the property during the remediation process showing the project is being partially financed through an S.C. DHEC/U.S. EPA BCRLF Loan.

**27) Authorization to Publish:** Borrower will grant permission to DHEC, U.S. EPA, Catawba Regional Council of Governments and its affiliate, Catawba Regional Development Corporation, to publish, report, and publicize in a positive manner, information in conjunction with the loan

herein referenced. Information shall not include any financial information regarding the City of Florence other than the loan amount, project costs, and general terms of the loan.

We are pleased to present this commitment letter to the City of Florence and hope that you will find it acceptable. Please let me know if you have any questions or concerns.

For the fund and Lender,

Randy Imler  
Deputy Executive Director  
Catawba Regional Council of Governments  
Catawba Regional Development Corporation  
SC Brownfields Cleanup Revolving Loan Fund

cc: credit file Harold Shapiro, CRCOG  
David Sykes, Concurrent Technologies Karen Harvard, DHEC

**COMMITMENT ACCEPTANCE:**

**The terms of this commitment for financing as specified above are accepted.**

City of Florence:

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

Its: \_\_\_\_\_

Witness:

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

Its: \_\_\_\_\_

**South Carolina Department of Health & Environmental Control  
PROMISSORY NOTE**

\$1,025,000.00

August \_\_, 2008

1. **Promise to Pay.** FOR VALUE RECEIVED, the **CITY OF FLORENCE, SOUTH CAROLINA** ("Borrower") promises to pay to the order of **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**, ("Lender"), without offset, in immediately available U.S. funds at the address set forth in the Loan Agreement or at such other place or places as Lender may designate, the principal sum of One Million Twenty-Five Thousand Dollars and no/100 (\$1,025,000.00) (or such lesser principal as shall have been advanced against this promissory note ) (this "Note"), together with interest thereon as provided in Section 5 as follows:

The principal balance of the Loan outstanding from time to time shall accrue interest at the per annum rate of One percent (1.00%) fixed. The principal will be disbursed to Borrower and used for the limited purposes pursuant to the terms and conditions set forth in the Loan Agreement.

An interest only period will continue through the environmental remediation process for a maximum of twelve (12) months from the date of this Note. During the interest-only period, interest will be accrued and payable monthly based upon outstanding principal balances at the end of each calendar month. No principal may be repaid during the interest-only period. The principal of and interest on the Loan shall be paid in equal semi-annual payments consisting of principal plus accrued but unpaid interest, commencing six (6) months after the earlier of completion of remediation period or twelve (12) months following the date of this Note and thereafter on the same day each succeeding six (6) calendar months thereafter until final maturity, the amount of each such installment shall be that necessary to amortize the Loan principal on a level payment basis over a period of the remainder of the original ten years and to pay all accrued but unpaid interest with each semi-annual payment the "Payment Amount".

Notwithstanding the foregoing, in the event the maximum principal amount of the Loan is not disbursed at Closing, Lender and Borrower acknowledge and agree that the Payment Amount shall be adjusted as and when additional principal is borrowed such that the Payment Amount due and owing for the subsequent payments will be due shall be equal to the amount necessary to amortize the then outstanding principal amount at the applicable interest rate over the remaining term of the original amortization period. Until the maximum amount of the Loan is advanced, Borrower and Lender acknowledge that it may be necessary for Lender to recalculate the Payment Amount several times. The Lender's calculations and determination of the Payment Amount shall be conclusive. To the extent that the terms of repayment of the Loan require level principal payments plus accrued interest, the Payment Amount and recalculations thereof, if any, shall amortize and reamortize the principal portion of such payments.

The Loan may be prepaid in whole or in part without penalty at any time upon payment of an administrative charge of \$150.00. Partial prepayments shall be applied to principal installments in inverse order of their due dates. All payments shall be made in cash or immediately available funds at the Lender's fund manager's (Catawba Regional Council of Governments) principal office at 215 Hampton Street, P.O. Box 450, Rock Hill, SC 29731 or at such other place as the Lender may designate from time to time.

INITIALS:

Lender: \_\_\_\_\_

**Exhibit B**

Borrower: \_\_\_\_\_

2. **Debt Forgiveness.** Up to 30% of this Loan will be forgiven, to a maximum of \$200,000, subject to U.S. EPA Brownfield Cleanup Revolving Loan Fund Guidelines, and provided that Borrower complies with all of the terms and conditions set forth in the Loan Documents. Based upon the entire project costs being funded and the entire \$1,025,000 loan amount utilized, debt forgiveness will equate to \$200,000. If the full loan amount is not drawn, the amount to be forgiven will be equal to 30% of the final loan amount drawn. The debt to be forgiven will be reduced over the term of the loan, in ten equal annual installments (i.e. \$20,000 per year based upon complete utilization of loan commitment). Borrower's indebtedness will not be reduced if Borrower is in default under any of the Loan Documents. Upon an uncured Event of Default under the Loan Agreement, this Note, Mortgage or other Loan Documents during the term of the loan, the entire amount of the outstanding principal, including the remainder of debt that would have been forgiven, and all accrued interest, will be accelerated and due and payable upon demand by Lender.

3. **Final Maturity.** The date of final maturity of this Note shall be ten years from the earlier of completion of remediation or twelve (12) months from the date of this Note. A final payment of all outstanding principal and interest due and owing shall become due and payable on this date.

4. **Loan Documents.** This Note is governed by that certain loan agreement (the "Loan Agreement"), dated August \_\_\_\_, 2008, between Lender and Borrower. The security for, security documents and other agreements executed in connection with this Note and the Loan Agreement are as follows:

Secured by various security instruments, including the following, as amended, modified, restated, or supplemented from time to time:

- A pledged assignment of revenues generated through Borrower's general fund sufficient to service the outstanding debt plus accrued interest and any other fees or charges; and
- A title-insured first mortgage on 4.73 acres of land comprising the former Bush Recycling Center on N. Irby Street in Florence, South Carolina and a title-insured first mortgage on a 1,684 sq. ft. commercial building and adjacent lot located at 167 Sanborn Street in Florence, South Carolina described more particularly in the Mortgage given by Borrower in favor of Lender of even date with this Note.

This Note, the Loan Agreement, the above referenced security instruments and any other documents now or hereafter securing, guaranteeing or executed in connection with the loan (the "Loan") evidenced by this Note are, as the same have been or may be amended, restated, modified or supplemented from time to time, herein collectively the "Loan Documents."

5. **Interest Rate.** Subject to the further provisions of this Section, the principal evidenced by this Note shall bear interest at the fixed rate of one percent (1%) per annum (the "Stated Rate"). All computations of interest shall be based on a 365-day year and the actual number of days elapsed.

Upon the occurrence of any Event of Default (hereafter defined) which continues for more than 15 days, any principal of, and to the extent permitted by applicable law any interest on, this Note, and any other sums due and payable hereunder and under the Loan Documents, shall bear interest at a rate per annum (the "Default Rate") equal to the Stated Rate plus four percent (4%).

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit B**

Borrower: \_\_\_\_\_

In no event shall the Stated Rate or the Default Rate exceed the maximum interest rate permitted by law. If interest would otherwise be payable in excess of the maximum permitted by law, then ipso facto, this Note shall be reformed and the interest payable reduced to the maximum permitted by law.

6. **Late Charge.** In the event any payment of principal or interest is delinquent more than ten (10) days, the Borrower will pay to the Lender a late charge of five percent (5%) of the amount of the overdue payment. This provision for late charges shall not be deemed to extend the time for payment or be a "grace period" or "cure period" that gives the Borrower a right to cure a Default Condition. Imposition of late charges is not contingent upon the giving of any notice or lapse of any cure period provided for in the Loan Agreement.

7. **Certain Provisions Regarding Payments.** All payments made on this Note shall be applied to accrued but unpaid interest, unpaid principal, and any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its discretion. Remittances in payment of any part of the indebtedness shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by the holder hereof in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by the holder hereof of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of an Event of Default.

8. **Defaults.** The occurrence of any Event of Default as defined in the Loan Agreement shall constitute an "Event of Default" under this Note. Upon the occurrence of an Event of Default and its continuance beyond any applicable grace period, Lender shall have the rights to declare the principal balance of and accrued but unpaid interest on this Note at once due and payable (and upon such declaration, the same shall be at once due and payable), to foreclose any mortgage, liens and security interests securing payment hereof and to exercise any of its other rights, powers and remedies under this Note, under any other Loan Document, or at law or in equity.

If Lender retains an attorney in connection with any Event of Default or at maturity or to collect, enforce or defend this Note or any other Loan Document in any lawsuit or in any probate, reorganization, bankruptcy or other proceeding, or if Borrower sues any holder in connection with this Note or any other Loan Document and does not prevail, then Borrower agrees to pay to Lender, in addition to principal, interest and any other sums owing to Lender under the Loan Documents, all reasonable costs and expenses so incurred by such holder, including reasonable attorney fees.

9. **Governing Law.** This Note, and its validity, enforcement and interpretation, shall be governed by South Carolina law (without regard to any conflict of laws principles) and applicable United States federal law.

10. **Incorporation by Reference.** The Loan Agreement is incorporated into this Note by reference as if set forth verbatim, and Section 8 of the Loan Agreement shall expressly be applicable to and govern this Note and the rights of all parties herein.

THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit B**

Borrower: \_\_\_\_\_



THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, Borrower has executed this Note under seal as of the day and year first above written.

**BORROWERS:  
CITY OF FLORENCE, SOUTH  
CAROLINA**

---

By: Frank E. Willis  
Its: Mayor

**LENDER:  
SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL  
CONTROL**

---

By: Robert W. King, Jr., P.E.  
Its: Deputy Commissioner  
Environmental Quality Control

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit B**

Borrower: \_\_\_\_\_

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
LOAN AGREEMENT**

THIS LOAN AGREEMENT (this "Loan Agreement") is made and entered into to be effective as of the \_\_\_\_ day of August, 2008, by and between SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ("Lender") and City of Florence, South Carolina ("Borrower").

WHEREAS, the Subject Property is not listed, or proposed for listing on the National Priorities List of U.S. Environmental Protection Agency (EPA); and

WHEREAS, the Lender has agreed to loan the Borrower funds necessary to finance the removal of environmental hazards located on the Subject Property in accordance with all provisions of the Brownfield Cleanup Revolving Loan Fund (BCRLF) Program, the terms and conditions of this Agreement, the terms and conditions of Voluntary Cleanup Contract 04-5563-NRP, and the applicable provisions of federal and state law, including regulations contained in 40 CFR Part 300 and 42 USC 9601 et seq., hereinafter referred to as the Project; and

WHEREAS, the Borrower is not responsible for the existing environmental hazards as a generator or transporter of the contamination pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA); and

WHEREAS, the Borrower is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Subject Property nor is the Borrower, or its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from receipt of these funds; and

NOW, THEREFORE, in consideration of Lender making a loan of \$1,025,000.00 (the "Principal Amount") to Borrower for the purposes set forth in Section 2.2, as evidenced by the Note (as defined below), Lender and Borrower enter into this Loan Agreement and agree as follows:

**1 . Definitions**. For the purposes hereof:

1.1. "Closing Date" means the date of this Loan Agreement.

1.2. "Collateral" means all real and personal property and other interests securing the Loan as more particularly set forth in Section 5.

1.3. "Commitment" means Lender's commitment letter to Borrower dated July 10, 2008, the terms and conditions of which are incorporated herein by reference, but in the event of any conflict or discrepancy between the terms of this Loan Agreement and the Commitment, the terms of this Loan Agreement shall control.

1.4. "Event of Default" shall have the meaning set forth in Section 6.

1.5. "GAAP" means generally accepted accounting principles, as in effect from time to time, consistently applied.

1.6. "Grace Period" shall have the meaning set forth in Section 7.1.

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

1.7. "Guarantor" is defined in Section 5.2.

1.8. "Guaranty" means the direct and unconditional guaranty of all guarantors of payment of all sums due under the Loan Documents and/or of performance of all Obligations of Borrower thereunder.

1.9. "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation & Liability Act, means (A) any substance designated pursuant to section 311 (b)(2)(A) of the Federal Water Pollution Control Act, (B) any element, compound, mixture, solution, or substance designated pursuant to section 102 of CERCLA, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by an Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act, (E) any hazardous air pollutant listed under section 112 of the Clean Air Act, and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.10. "Loan" means that certain loan as described in Section 2.

1.11. "Loan Documents" means this Loan Agreement, the Note, the Mortgage, assignments, consents, certificates and all other documents, instruments and agreements executed and/or delivered by Borrower in favor of Lender in connection with the Loan or the Collateral.

1.12. "Mortgage" means the mortgage encumbering the Subject Property granted by Borrower in favor of Lender securing the obligations set forth in the Loan Documents.

1.13. "Note" means the promissory note of Borrower dated as of Closing Date in favor of Lender in the amount of the Loan as set forth above, as well as any promissory note or notes issued by Borrower in substitution, replacement, extension, amendment, or renewal of any such promissory note or notes.

1.14. "Obligations" means all obligations and liabilities of any nature owed to Lender, whether now or hereafter existing, arising out of, or related to the Loan Documents or any other financial transactions between Lender and Borrower, including all future obligations and advances.

1.15. "Obligors" means Borrower, all Guarantors, any additional parties executing any of the Loan Documents, and any other persons or entities that may be liable in whole or in part for any of the Obligations.

1.16. "Subject Property" means the former Bush Recycling Center located on N. Irby Street in Florence, South Carolina and a 1,684 sq. ft. commercial building and adjacent lot located at 167 Sanborn Street in Florence, South Carolina and described more particularly on Exhibit D attached hereto.

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

1.17. "Servicing Agent" means Lender's fund manager for servicing the Loan, currently designated as Catawba Regional Council of Governments or its designee, Catawba Regional Development Corporation, or such replacement or successor Servicing Agent as the Lender may select and designate from time to time in its sole discretion by written notice to Borrower

**2. The Loan and Advances.**

2. 1. Loan. Lender hereby agrees to make the Loan to Borrower for the Principal Amount. The obligation to repay the Loan is evidenced by the Note dated as of Closing Date and having a maturity date, repayment terms, and interest rate as set forth in the Note.

2.2. Purpose. The purpose of the Loan is solely as follows: The Loan proceeds shall be used for, and only for, clean-up of the Bush Recycling Center pursuant to the Voluntary Cleanup Contract 04-5563-NRP (\$1,025,000.00) and the Loan Documents. A copy of the property description of the Bush Recycling Center is attached hereto as Exhibit D. The removal of hazardous substances will be conducted in accordance with the guidelines and regulations of the BCRLF Program and the applicable provisions of federal and state law, including regulations contained in 40 CFR Part 300 and 42 USCA 9601 et seq. Borrower agrees that no portion of the Loan will be used for any other business, governmental, personal, family, or household use. No more than 10% of the Loan proceeds may be used for administrative and cleanup response planning costs.

2.3. Advances. Lender shall disburse the proceeds of the Loan to Borrower as follows: The Lender shall fund the Loan in its sole discretion (i) upon the execution of all Loan and Security Documents by the Lender and Borrower; and (ii) the recordation and perfection of its secured interest in the Collateral granted under the Loan. The Borrower will, as a condition of the Loan provide for the timely recordation of all documents necessary to secure the interests of the Lender. The Loan shall be funded in accordance with such procedures and requirements as may be set forth in the Loan Documents or as the Lender may establish in its sole discretion for Closing. Funding shall not occur until all closing documents have been recorded and returned to Lender, Lender has received a satisfactory title policy, if applicable, and its attorney fees have been paid. In no event shall Lender be obligated to advance any sum to Borrower so long as any Event of Default has occurred and is continuing. In the event that the Loan proceeds are not fully disbursed within twelve (12) months following the date of closing of this Loan, the Lender shall not be obligated to fund any additional amounts under the Loan.

Advances shall be made in increments of at least \$100,000, and any disbursement shall be subject to approval of submitted project costs by Lender and, if applicable, the U.S. Environmental Protection Agency. All disbursement requests must be made in writing in a form acceptable to Lender. The advances shall not exceed 100% of the cost of the materials and labor expended towards the work described in the request for payment form. Lender reserves the right to inspect the Bush Recycling Center from time to time to insure that performance of the environmental work is satisfactory to Lender, including in accordance with the submitted project costs and cleanup plan, and to ensure that the loan has not been over-advanced.

**3. Representations and Warranties.** To induce Lender to make the Loan, Borrower makes the following representations and warranties, which shall survive the execution and delivery of the Note and other Loan Documents:

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

3.1. Good Standing. Borrower is a body politic, is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized and has the power and authority to own its property and to carry on its business in each jurisdiction in which Borrower does business.

3.2. Authority and Compliance. Borrower has full power and authority to execute and deliver the Loan Documents and to incur and perform the Obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of Borrower. No consent or approval of any other public authority or third party is required as a condition to the validity of any of the Loan Documents, and Borrower is in compliance with all laws and regulatory requirements to which it is subject.

3.3. Binding Agreement. This Loan Agreement and the other Loan Documents executed by Borrower constitute valid and legally binding obligations of Borrower, enforceable in accordance with their terms.

3.4. Litigation. There is no proceeding affecting the Borrower's ability to repay the loan, the Subject Property or Borrower's clean-up thereof, pending or, to the knowledge of Borrower, threatened before any court or governmental authority, agency, or arbitration authority, except as disclosed to Lender in writing and acknowledged by Lender prior to the date of this Loan Agreement.

3.5. No Conflicting Agreements. There is no charter, bylaw, stock provision, partnership agreement, or other document pertaining to the organization, power, or authority of Borrower and no provision of any existing agreement, mortgage, deed of trust, indenture, or contract binding on Borrower or affecting the Subject Property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Loan Agreement and the other Loan Documents.

3.6. Collateral. Borrower has authority to: (i) pledge funds received through the City's general fund as described more particularly in Exhibit "A" attached hereto and (ii) pledge, mortgage and encumber the Subject Property by execution of the Mortgage. Borrower has good title to the Subject Property free and clear of all judgments, liens and encumbrances, except those granted to Lender and as disclosed to Lender in writing prior to the date of this Loan Agreement.

3.7. Solvency. (i) Borrower is solvent; (ii) the pledge of the Collateral, if any, as contemplated herein to Lender will not render Borrower insolvent; (iii) Borrower has made adequate provision for the payment of all of its creditors other than Lender; and (iv) neither Borrower nor Guarantor, if any, have entered into this transaction to provide preferential treatment to Lender or any other creditor of Borrower or any Guarantor in anticipation of seeking relief under the Bankruptcy Code.

3.8. ERISA. No employee benefit plan established or maintained, or to which contributions have been made, by Borrower which is subject to Part 3 of Subtitle 13 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), had an "accumulated funding deficiency" (as such term is defined in Section 302 of ERISA) as of the last day of the most recent fiscal year of such plan ended prior to the date hereof, or would have had such an accumulated funding deficiency on such day if such year were the first year of such plan to which such Part 3 applied; and no material liability to the Pension Benefit Guaranty Corporation has been incurred with respect to any such plan by Borrower.

INITIALS:  
Lender: \_\_\_\_\_

## Exhibit C

Borrower: \_\_\_\_\_

Each such employee benefit plan complies and will comply fully with all applicable requirements of ERISA and of the Internal Revenue Code of 1986 as amended ("Code") and with all applicable rulings and regulations issued under the provisions of ERISA and the Code. This Loan Agreement and the consummation of the transactions contemplated herein will not involve any prohibited transaction within the scope of ERISA or Section 4975 of the Code.

3.9 Environmental Condition of Subject Property. Borrower is not responsible and is not subject to any penalties for the existing environmental hazards of the Subject Property as a generator or transporter of the contamination pursuant to CERCLA

#### **4. Covenants of Borrower.**

4.1. Affirmative Covenants. During the term of this Loan Agreement, Borrower will:

(a) Continuation of Preclosing Conditions, Representations, and Warranties. Agree that all conditions precedent to the making of the Loan shall remain satisfied at all times during the term of the Loan, and that all representations and warranties made by Borrower in the Loan Documents shall be deemed to be made at all times during the term of this Loan Agreement.

(b) Financial Statements. Borrower will place Lender on its recipient list of Borrower's annual audit and otherwise ensure that Lender receives audited financial statements within 120 days of each fiscal year end.

(c) Regulations: The Borrower shall carry out the Project in accordance with the applicable provisions of the laws, rules and regulations set forth on Exhibit C, CERCLA in (42 USC 9601 et seq.); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); Cooperative Agreements for Superfund Response Actions (40 CFR Part 35, Subpart O); the NCP (40 CFR Part 300); the Office of Management and Budget Act (OMB) Circular A-87; and the Davis-Bacon Act of 1931 (CERCLA 104(g)) and all other applicable provisions of federal, state or local law.

(d) Access to Financial Information. Permit any representative or agent of Lender or the EPA to examine and audit any or all of Borrower's books and records, wherever located, upon request by Lender.

(e) Notification of Environmental Claims. Immediately advise Lender in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local laws, ordinances, or regulations relating to any Hazardous Substances affecting Borrower's business operations; and (ii) all claims made or threatened by any third party against Borrower relating to damages, contributions, cost recovery, compensation, loss, or injury resulting from any Hazardous Substances. Borrower shall immediately notify Lender of any remedial action taken by Borrower with respect to Borrower's business operations.

(f) Record Retention. The Borrower shall properly document all uses of the Loan proceeds. The Borrower agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures; not destroy such records except upon written approval from Lender and EPA, which shall not unreasonably be withheld; and to retain all of its records and supporting documentation applicable

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

to the Project for a period of three (3) years following submittal of the final Status Report for the RLF cooperative agreement, except as follows:

i. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

ii. All such records and supporting documents shall be made available, upon request, for inspection or audit by the Lender, EPA or their representatives.

(g) Use of Proceeds. Use the proceeds of the Loan only for the purpose or purposes represented to Lender in Section 2.2. The cleanup of the Subject Property will protect human health and the environment.

4.2. Negative Covenants. During the term of this Loan Agreement, Borrower will not, without prior written consent of Lender:

(a) Assign, mortgage, pledge, encumber, or grant any security interest in or transfer any of Borrower's assets that have been pledged as Collateral, whether now owned or hereafter acquired.

(b) Permit any prohibited Hazardous Substances to be illegally stored or maintained on any real property owned by Borrower.

## **5. Security for Loan.**

5.1. Collateral. As security for the Loan, Borrower agrees to execute and deliver appropriate documentation (i) of Borrower's pledge of funds in the Collateral described in Exhibit A attached hereto and (ii) and Borrower's title-insured first mortgage of the Subject in a form satisfactory to Lender.

5.2. Guaranties. This Loan will have no guarantees.

## **6. Events of Default.**

The occurrence of any of the following shall constitute an event of default ("Event of Default"):

6.1. Payment. Any payment of principal, interest, or other sum owed to Lender under the Loan Documents or otherwise due from Borrower to Lender is not made when due.

6.2. Default / Cross-Defaults. Any provision or covenant of this Loan Agreement or the Loan Documents is breached, or any warranty, representation, or statement made or furnished to Lender by Borrower in connection with the Loan and the Loan Documents (including any warranty, representation, or statement in Borrower's or any Guarantor's financial statements) or to induce Lender to make the Loan, is untrue or misleading in any material respect. These defaults include but are not limited to defaults of this Loan Agreement and the Note, Mortgage or Voluntary Cleanup Contract. In addition, Borrower's breach of any note, bond or other indebtedness to any other lender or creditor shall be a default of this Loan Agreement, unless otherwise waived in writing by Lender.

6.3. Insecurity. Lender reasonably deems itself insecure, as a result of a material change in the pledge of funds in the Collateral or its security position in the Subject Property and believes in good faith that its prospects for payment of the Loan have been impaired.

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

## **7. Lender's Remedies and Grace Period.**

7.1. Acceleration/Grace Period. Upon the occurrence of an Event of Default which continues beyond the applicable Grace Period, Lender shall have the option to declare the entire unpaid principal amount of the Loan, accrued interest, and all other Obligations immediately due and payable. Prior to exercising any right to accelerate, Lender will provide written notice to Borrower of the Event of Default and Borrower will have ten (10) days to cure in the case of a default (the "Grace Period(s)"), such Grace Periods to commence on the date that notice is sent to Borrower by Lender.

7.2. Remedies. Upon the occurrence of an Event of Default which continues beyond the applicable Grace Period, Lender shall be entitled to pursue all Rights (hereafter defined) available under each of the Loan Documents, as well as all Rights and remedies available at law or in equity. Without in any way limiting the generality of the foregoing, Lender shall also have the following non-exclusive Rights:

(a) Immediate Possession of Collateral. To take immediate possession of all Collateral, whether now owned or hereafter acquired, without notice, demand, presentment, or resort to legal process, and, for those purposes, to enter any premises where any of the Collateral is located and remove the Collateral therefrom or render it unusable;

(b) Cure. To cure any Event of Default in such manner as deemed appropriate by Lender.

(c) Foreclosure. To foreclose on the Subject Property pursuant to the terms of the Mortgage or other Loan Documents, or at law or in equity.

7.3. Proceeds. The proceeds from any disposition of the Collateral for the Loan shall be used to satisfy the following items in the order they are listed:

(a) The expenses of taking, removing, storing, repairing, holding, and selling the Collateral and otherwise enforcing the Rights of Lender, including any legal costs and attorneys' fees.

(b) The expense of liquidating or satisfying any liens, security interests, or encumbrances on the Collateral which may be prior to the security interest of Lender that Lender, at its option, elects to satisfy.

(c) Any unpaid fees, accrued interest, and other sums due Lender with respect to Loan Documents, and then the unpaid principal amount of the Loan.

(d) Any other Obligations.

7.4. Resort to Obligors. Lender may, at its option, pursue any and all Rights and remedies directly against Borrower, any Guarantor, or any other Obligor without resort to any Collateral.

7.5. Deficiency. To the extent the proceeds realized from the disposition of the Collateral shall fail to satisfy any of the foregoing items, Borrower and all other Obligors shall remain liable to pay any deficiency to Lender.

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_



7.6. Advances/Reimbursements. All amounts advanced by Lender under the Loan Documents, or due Lender as a result of expenditures made by Lender or losses suffered by Lender, shall bear interest at the rate applicable to past due principal as specified in the Note from the date demanded until paid in full. Unless otherwise specified in the Loan Documents, such advances and other sums, together with accrued interest, shall be due and payable on demand.

**8. Miscellaneous.**

8.1. Notice. All notices, demands, approvals, requests and other communications of any nature under the Loan Documents shall be in writing, and shall be mailed to the address of each party as set forth below (or as set forth in any other Loan Document), said mailing to be by overnight delivery to the Street Address or certified United States government mail to the Mailing Address, with notice in each case to be effective when sent. Either party must provide written direction to the other in order to change the address to which said notice shall be sent.

**Lender:**

South Carolina Department of Health and Environmental Control  
Mailing Address:  
Catawba Regional Council of Governments  
Fund Manager for Brownfields Cleanup Revolving Loan Fund  
215 Hampton Street  
P.O. Box 450  
Rock Hill, SC 29731

**Borrower:**

City of Florence  
City-County Complex RR  
180 N. Irby Street  
Florence, SC 29501  
Attn: City Manager

8.2. No Election or Waiver. All of the rights, remedies, powers, and privileges (individually, a "Right" and together, "Rights") of Lender provided for in the Loan Documents are cumulative of each other and of any and all other Rights at law or in equity. The resort to any Right shall not prevent the concurrent or subsequent employment of any other appropriate Right. No single or partial exercise of any Right shall exhaust it, or preclude any other or further exercise thereof, and every Right may be exercised at any time. No failure by Lender to exercise, nor delay in exercising any Right, including the Right to accelerate the maturity of the Note, shall be construed as a waiver of any Event of Default or as a waiver of any Right. Without limiting the generality of the foregoing provisions, the acceptance by Lender of any payment under this Note which is past due or which is less than the payment in full of all amounts due and payable at the time of such payment, shall not (i) constitute a waiver of or impair or extinguish the Right of Lender to accelerate the maturity of the Note or to exercise any other Right at the time or at any subsequent time, or nullify any prior exercise of any such Right, or (ii) constitute a waiver of the requirement of punctual payment and performance or a novation in any respect.

8.3. Evidence of Action; Standard of Conduct, No consent, approval, election or other Lender action of any nature, or modification or waiver of any provision of any Loan Document or

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

consent to any departure by any Obligor from any Loan Document shall in any event be effective unless the same shall be in writing signed by an authorized representative of Lender, and such action shall be effective only in the specific instance and for the particular purpose for which given. In addition, unless expressly provided to the contrary in the Loan Documents, Lender shall be entitled to take any action or refrain from action of any nature, in whole or in part, under the Loan Documents in Lender's sole and absolute discretion for any reason or no reason whatsoever.

8.4. Benefit. The Loan Documents shall be binding upon and shall insure to the benefit of Borrower and Lender and are not to provide any benefit to anyone other than Borrower and Lender.

8.5. Governing Law and Jurisdiction. The Loan Documents, unless otherwise specifically provided therein, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. Obligors, and all general partners of any Obligor that is a partnership, hereby submit to the jurisdiction of the state and federal courts located in that state and agree that Lender may, at its option, enforce its Rights under the Loan Documents in such courts or in any other jurisdiction in which Lender is located or in which any Obligor or any Collateral may be located.

8.6. Assignment. Borrower may not assign or otherwise convey interests in the Loan Documents, in whole or in part, to any other person or entity.

8.7 Indemnification. To the extent allowed by law, Borrower shall indemnify, defend, and hold Lender, its employees, agents (including but not limited to the Servicing Agent), officers, attorneys, and successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including reasonable attorneys' fees and litigation expenses) arising out of or related directly or indirectly to the Loan Documents or any transaction described therein, including any violation of any law related to Hazardous Substances and any and all matters arising out of any act, omission, event, or circumstance (including without limitation the presence on, generation at, disposal of at, or release from the Collateral of any hazardous substance or waste), regardless of whether the act, omission, event, or circumstance constituted a violation of any law related to Hazardous Substances at the time of its existence or occurrence, including Hazardous Substances located on or about any real property owned by any Obligor or for which any Obligor may otherwise be responsible. Borrower's Obligations under this Section shall survive the repayment of the Loan and satisfaction of all Loan Documents.

8.8. Severability. Invalidity of any one or more of the terms, conditions, or provisions of this Loan Agreement shall in no way affect the balance hereof, which shall remain in full force and effect.

8.9. Construction. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine. All references in any Loan Document to Articles, Sections, or Exhibits shall mean the Articles, Sections, and Exhibits of the respective Loan Document unless otherwise specified. The terms "herein," "herein below," "hereunder," and similar terms are references to the particular Loan Document in its entirety and not merely the particular Article, Section, or Exhibit in which any such term appears. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Loan Document nor the intent of any provision thereof. All references to any Loan Document shall include all amendments, extensions, renewals,

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

restatements, and replacements of the same. The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without being limited to" and "Property", "Collateral", and "Premises" shall be construed as if followed by the phrase "or any part thereon". All actions authorized under any Loan Document may be exercised on multiple occasions unless expressly provided to the contrary. No inference in favor of any party shall be drawn from the fact that such party has drafted any portion of the Loan Document. In the event of any inconsistency between the terms of the Loan Agreement and any other Loan Document, the terms of the Loan Agreement shall control, provided that any provision of any Loan Document, other than the Loan Agreement, which imposes additional Obligations upon Obligor or provides additional Rights or remedies to Lender shall be deemed to be supplemental to, and not inconsistent with, the Loan Agreement.

8.10. Execution in Counterparts. All Loan Documents may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of the Loan Document, it shall not be necessary to produce or account for more than one such counterpart.

8.11 Examinations/Communications. Lender's examinations, inspections, or receipt of information pertaining to the matters set forth in the Loan Documents shall not in any way be deemed to reduce the full scope and protection of the Loan Documents or the Obligations of any Obligor related to the Loan Documents. All Obligors agree that Lender shall have no duty or obligation of any nature to (i) make any investigation, inspection, or review regarding any Obligor or any Collateral at any time, with any such investigation that is undertaken being solely for the benefit of Lender; or (ii) communicate in any manner with any Obligor, irrespective of the fact that Lender's information, or lack thereof, could be material to Obligors' actions with respect to the Obligations.

8.12. No Third Party Beneficiaries. The Loan Documents are entered into for the sole benefit of Lender and no third party shall be deemed to have any privity of contract nor any right to rely on any Loan Document to any extent or for any purpose whatsoever, nor shall any other person have any right of action of any kind hereof or be deemed to be a party beneficiary.

8.13. No Participation. Nothing, in the Loan Documents, and no action or inaction whatsoever on the part of Lender through the date hereof, shall be deemed to make Lender a partner or joint venturer with any Obligor. Obligor, and Borrower indemnifies and holds Lender harmless from and against any and all claims, losses, causes of action, expenses (including attorneys' fees), and damages arising from the relationship between Lender and any Obligor being construed as or related to be anything other than that of lender and borrower. This provision shall survive the termination of all Loan Documents.

8.14. Notice of Conduct. Obligors agree to give Lender written notice of any action or inaction by Lender or any agent or attorney of Lender in connection with the Loan Documents or the Obligations of any party under the Loan Documents that may be actionable against Lender or any agent or attorney of Lender or a defense to payment of any Obligation of any Obligor under the Loan Documents, including commission of a tort or violation of any contractual duty implied by law. Obligors agree that unless such notice is given promptly (in any event within thirty (30) days after such party has knowledge, or with the exercise of reasonable diligence should have had knowledge) of such action or inaction, Obligors shall not assert, and said party shall be deemed to have waived, any claim or defense arising there from if Lender (i) could have mitigated such claim or defense after receipt of such notice or (ii) has otherwise undertaken discretionary action under the Loan Documents without such notice having been given. Upon request of Lender, Obligors

INITIALS:  
Lender: \_\_\_\_\_

## Exhibit C

Borrower: \_\_\_\_\_

shall also confirm in writing the status of the Loan, all amounts owed to Lender, and provide other information reasonably requested by Lender.

8.15. Limitation of Damages. Obligors and Lender mutually agree that no party shall be liable to the other for damages arising from any breach of contract, tort, or other wrongful conduct in connection with the negotiation, documentation, administration, or collection of the Loan other than the actual direct loss suffered by said party.

8.16. Costs, Expenses, and Attorneys' Fees. Borrower shall pay immediately upon demand the full amount of all out-of-pocket costs and expenses, including reasonable attorneys' fees, costs of experts and all other expenses, incurred by Lender in connection with (a) the negotiation, preparation, modification, renewal, restatement, and replacement of this Loan Agreement and each of the other Loan Documents; (b) the administration of the Loan, including the costs of additional appraisals, environmental studies, title insurance, survey updates, and legal reviews; (c) the perfection, preservation, protection, and continuation of the liens and security interest granted Lender in the Collateral and the custody, preservation, protection, repair, and operation of any of the Collateral; (d) the pursuit by Lender of its Rights and remedies under the Loan Documents and applicable law; and (e) defending any counterclaim, cross-claim, or other action, or participating in any bankruptcy proceeding, mediation, arbitration, litigation, or dispute resolution of any other nature involving Lender, any Obligor, or any Collateral, except to the extent Lender has been adjudicated to have engaged in wrongful conduct.

8.17. Future Advances. All Loan Documents which grant a lien or security interest to Lender secure not only the Principal Amount, but also all future obligations and future advances to the fullest extent permitted by applicable law, whether such advances are obligatory, are made at the option of Lender, or otherwise, to the same extent as if such future obligations were incurred or future advances were made on the date of this Loan Agreement.

8.18. Further Assurances. At any time after the closing of any transactions contemplated by the Loan Documents, all Obligors, at the request of Lender, shall execute and deliver such further documents and agreements and take such further actions as Lender deems necessary or appropriate to permit each transaction contemplated by the Loan Documents to be consummated in accordance with the provisions thereof and to perfect, preserve, protect, and continue all liens, security interests, and Rights of Lender under the Loan Documents. Borrower further agrees to take reasonable governmental action necessary to confirm the pledge of Collateral. Borrower herein irrevocably with full power of substitution constitute and appoint Lender as their attorney-in-fact, such appointment being coupled with an interest with the right to enforce Lender's Rights with respect to the above further assurances.

8.19. Incorporation by Reference. This Loan Agreement is incorporated by reference into various Loan Documents, and Section 8 shall govern each and every Loan Document. In executing any Loan Document, the signatories thereto other than Lender expressly agree to be bound by all provisions of this Loan Agreement pertaining to Obligors.

8.20. Time of the Essence. Time is of the essence to all Loan Documents.

## **9. Additional Provisions.**

Riders attached hereto as Exhibits A, B, C and D, which have been initialed by Borrower and Lender, constitute material terms of this Loan Agreement and are hereby incorporated into this Loan Agreement as is set forth verbatim.

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement under seal as of the date first above written.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

BORROWER:

City of Florence  
A South Carolina Municipality

\_\_\_\_\_  
By: Frank E. Willis  
Its: Mayor

LENDER:

SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL  
CONTROL

\_\_\_\_\_  
By: Robert W. King, Jr., P.E.  
Its: Deputy Commissioner  
Environmental Quality Control

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

**LOAN AGREEMENT EXHIBIT A  
COLLATERAL AND OTHER LIENS**

**1. Collateral.**

- (a) Pledge of funds received through the City's general revenues sufficient to service the outstanding debt and any other fees or charges during the term of the Loan and any extensions thereof.
- (b) Mortgage of the Subject Property in a form acceptable to Lender

Unless otherwise provided herein, all terms shall have the meanings generally attributed to such terms under Article 9 of the Uniform Commercial Code as adopted by the State of South Carolina. Borrower represents and warrants that it is the absolute owner of the above Collateral once deposited and approved by governmental entities and that the Collateral is owned free and clear of all liens, encumbrances, and security interests of any kind except those granted to Lender and those previously disclosed to Lender.

**2. Other Liens.**

- (a) Prior Liens.

None

(b) Permitted Liens. Any liens or security interests in favor of the Lender; or arising by operation of law to secure taxes, assessments or other amounts owed any governmental authority not yet due and payable; or given as purchase money security interest in the property whose lease or purchase is not prohibited under any of the Loan Documents.

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

**LOAN AGREEMENT EXHIBIT B**

**GUARANTORS**

All indebtedness under the Loan shall be jointly, severally, and unconditionally guaranteed by the following (collectively, "Guarantor").

NONE

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

**COMPLIANCE REQUIREMENTS  
EXHIBIT C**

**1. Economic and Miscellaneous Authorities.**

- (a) Debarment and Suspension, Executive Order 12549
- (b) Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- (c) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- (d) Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended

**2. Social Policy Authorities.**

- (a) Age Discrimination Act of 1975, Pub. L. 94-135
- (b) Anti-Lobbing Provisions (40 CFR Part 30)
- (c) Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- (d) Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333) and the Anti-Kickback Acts, as amended (40 U.S.C. 276c), (18 U.S.C. 874)
- (e) The Davis-Bacon Act of 1931, as amended
- (f) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- (g) Equal Employment Opportunity, Executive Order 11246
- (h) Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- (i) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- (j) Women's and Minority Business Enterprise, Executive Order 11625, 12138 and 12432

**3. General Requirements**

- (a) Borrower must modify the cleanup plan if necessary based upon public comment, new information or Lender requirements.
- (b) Lender may have access to the site without the site owner's permission.
- (c) Borrower must obtain written approval from Lender on the final remedial design documents and closeout report and submit the approvals to EPA.
- (d) Borrower and Lender recognize and agree that the ultimate goal is to ensure that the cleanup is protective of human health and the environment, provided however, Borrower does retain the authority to make decisions in the field regarding cleanup consistent with approved cleanup levels and through consultation with Lender.

INITIALS:

Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_



**EXHIBIT D**

**Property Description Attachment**

INITIALS:  
Lender: \_\_\_\_\_

**Exhibit C**

Borrower: \_\_\_\_\_

**IX. a.  
Appointments to  
Boards & Commissions**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** August 11, 2008

**AGENDA ITEM:** Appointments to Boards and Commissions

**DEPARTMENT/DIVISION:** Administration/City Council

**ISSUE UNDER CONSIDERATION:** To fill vacancies on the City's Boards and Commissions.

**CURRENT STATUS:** There are three Boards and/or Commissions with vacancies.

**OPTIONS:**

- 1) Make appointments or reappointments for the vacancies
- 2) Defer the appointments until a later council meeting.

**ATTACHMENTS:**

- 1) A copy of the Board or Commission with vacancies
- 2) A copy of the response from the board/commission member who would like to be reappointed or to discontinue serving

**HISTORICAL COMMISSION**

**One Vacancy  
August 11, 2008**

**There is one vacancy on the Historical Commission.**

**Mr. Andrew Kampiziones -**

Revised 06/30/2008

**HISTORICAL COMMISSION**

The Historical Commission is composed of ten (10) members (five are recommended by the City Council and five are recommended by the County Council). They are then appointed to four year terms by the Governor.

The present composition of this Commission is as follows:

| <b><u>APPOINTEE</u></b>  | <b><u>TERM TO EXPIRE</u></b> |
|--|------------------------------|
| Mr. William S. Dowis, Jr.<br>Dowis Associates, Inc.<br>406 S. McQueen Street<br>Florence, SC 29501<br>(W) 669-5223<br>1500 Madison Avenue<br>Florence, SC 29501<br>(H) 662-1067<br>W/M | 06/30/2010                   |
| Mr. Mark W. Buyck, III<br>Attorney<br>248 W. Evans Street<br>Florence, SC 29501<br>(W) 662-3258<br>414 Seminole Avenue<br>Florence, SC 29501<br>(H) 669-0145<br>W/M                    | 06/30/2010                   |
| Mr. James C. McLeod, Jr.<br>P.O. Box 1909<br>Florence, SC 29501<br>(W) 662-3258<br>1108 Cherokee Road<br>Florence, SC 29501<br>(H) 669-8093<br>W/M                                     | 06/30/2010                   |
| Mr. Andrew Kampiziones<br>500 W. Jeffries Lane<br>Florence, SC 29505<br>(H) 662-4435<br>W/M  | 06/30/2008                   |

Mrs. Betty Wyman  
Retired  
1127 Margaret Drive  
Florence, SC 29501  
(H) 662-2301  
W/F

06/30/2011

The County appointees to this Commission are attached

**HOUSING AUTHORITY BOARD**

**One Vacancy  
August 11, 2008**

**There is one vacancy on the Housing Authority Board.**

**Mr. John R. Etheridge, III -** Would like to be reappointed.

The Housing Authority Board of Commissioners is requesting Council to reappoint Mr. Etheridge. A copy of the request is enclosed.

Revised 06/30/2008

**HOUSING AUTHORITY BOARD**

The Housing Authority is composed of five members appointed to serve five year terms.

The members presently serving on this Board are as follows:

**APPOINTEES**

**TERM TO EXPIRE**

|   |            |
|---|------------|
| Mr. Thomas E. Rogers, Jr.<br>Rogers & Rogers<br>814 W. Evans Street<br>Florence, SC 29501<br>(W) 662-8951<br>1915 Highland Avenue<br>Florence, SC 29501<br>(H) 662-9766<br>W/M                                | 06/30/2010 |
| Ms. Ruth Smith<br>Retired<br>810 E. Pine Street<br>Florence, SC 29501<br>(H) 669-8753<br>B/F  | 06/30/2009 |
| Mr. John R. Etheridge, III<br>Etheridge & Associates<br>2284 W. Evans Street<br>Florence, SC 29501<br>(843) 676-9961<br>716 Arlington Circle<br>Florence, SC 29501<br>(843) 678-9414 or (843) 229-3903<br>W/M | 06/30/2008 |
| Ms. Yvonne D. Coker<br>2311 W. Palmetto Street, #302<br>Florence, SC 29501<br>(H) 667-6471<br>B/F   | 06/30/2012 |

Ms. Linda Becote  
Retired  
222 Cameron Lane  
Florence, SC 29501  
(H) 843-773-3241  
(C) 319-6662  
B/F

06/30/2011



**Housing Authority of Florence**  
P. O. Drawer 969  
Florence, South Carolina 29503  
Phone (843) 669-4163 / FAX (843) 679-2626

May 21, 2008

Frank E. Willis, Mayor  
and City Council Members  
City of Florence  
City-County Complex  
P. O. Drawer AA  
Florence, SC 29503

On behalf and at the request of the Housing Authority of Florence Board of Commissioners, we are requesting that you reappoint Mr. John Etheridge, III. for an additional term on the Housing Authority Board.

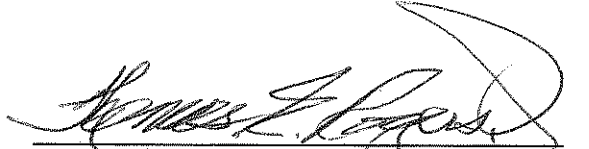
Mr. Etheridge, with his knowledge, experience, and background is an asset to this agency and during this time of major changes in HUD regulations and requirements in addition to our normal day-to-day operations, we need board members who are familiar with the operations of a Housing Authority.

Mr. Etheridge indicated his interest in continued service to the Housing Authority as a Board member.

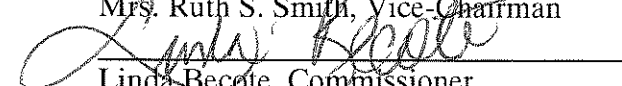
Your consideration and approval would be very much appreciated.

Sincerely,

HOUSING AUTHORITY OF FLORENCE

  
Mr. Thomas E. Rogers, Jr., Chairman

  
Mrs. Ruth S. Smith, Vice-Chairman

  
Linda Becote, Commissioner

**PARKS, BEAUTIFICATION, AND LEISURE SERVICES COMMISSION**

**One Vacancy  
August 11, 2008**

**There is one vacancy on the Parks, Beautification, and Leisure Services Commission.**

Revised 06/30/2008

**PARKS, BEAUTIFICATION, AND LEISURE SERVICES COMMISSION**

The Park Commission will be composed of twelve (12) members, resident electors of the city, to be elected by City Council to serve five (5) year terms.

The present composition of the Park Commission is as follows:

| <b><u>APPOINTEE</u></b>  | <b><u>TERM TO EXPIRE</u></b> |
|--|------------------------------|
| Mr. Walter W. Sallenger<br>Photographer<br>412 Spruce Street<br>Florence, SC 29501<br>(W&H) 843-413-1794<br>W/M  | 06/30/2013                   |
| Mr. Michael Hawkins<br>909 Harmony Street<br>Florence, SC 29501<br>(H) 661-7339<br>B/M   | 06/30/2012                   |
| Ms. Vanessa Munn<br>Communications Manager<br>1815 Meadow Green Place<br>Florence, SC 29502<br>(W) 843-673-6713<br>(H) 843-229-4855<br>W/F                         | 06/30/2009                   |
| Ms. Jeanne Downing<br>Developer<br>P.O. Box 6222<br>Florence, SC 29502-6222<br>3201 Spiral Lane<br>Effingham, SC 29541<br>(W/H) 667-4496<br>(cell) 615-2800<br>W/F | 06/30/2009                   |
| Mr. Zavon Felton<br>Retired<br>1908 E. Sandhurst Drive<br>Florence, SC 29505<br>(H) 665-1908<br>B/M  | 06/30/2013                   |

Ms. Bettie Ann McCrae  
1009 West Darlington Street  
Florence, SC 29501  
(H) 843-665-2201  
B/F

06/30/2009

Mr. Larry E. Hooks  
717 Wimbledon Avenue  
Florence, SC 29505  
(H) 667-1221  
W/M

06/30/2009

Vacancy

06/30/2008

Mrs. Helen Sims  
318 Ballard Street  
Florence, SC 29506  
(H) 662-6097 or 662-7192  
B/F

06/30/2010

Mr. Jamie Young  
General Manager, Florence RedWolves  
340 Stadium Road  
(W) 843-629-0700  
712 King Avenue  
Florence, SC 29501  
(H) 843-667-6632  
W/M

06/30/2013

Mr. William Mullholand  
Retired  
1507 Damon Drive  
Florence, SC 29505  
(843) 669-4555  
W/M

06/30/2009

Ms. Barbara B. Jenkinson  
Sonographer  
Women's Complete Health Care  
410 S. Coit Street  
Florence, SC 29501  
1218 Madison Avenue  
Florence, SC 29501  
(H) 669-7708  
W/F

06/30/2009

## **HONORARY MEMBERS**

Mr. A. E. Kunz  
523 Laurel Lane  
Florence, SC 29501  
662-4083

Mrs. Ainslie M. Taylor  
Methodist Manor  
2100 Twin Church Road  
Florence, SC 29501  
(H) 669-4946