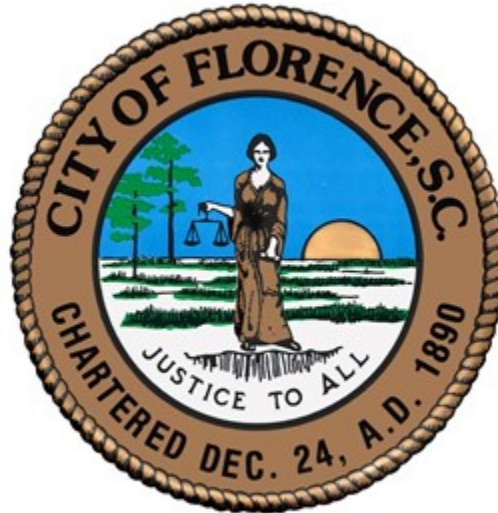


**REGULAR MEETING
OF
FLORENCE CITY COUNCIL**



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

**MONDAY
MARCH 10, 2025
1:00 P.M.**



**REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, MARCH 10, 2025 – 1:00PM
CITY CENTER – COUNCIL CHAMBERS
324 WEST EVANS STREET
FLORENCE, SOUTH CAROLINA**

I. CALL TO ORDER

II. INVOCATION

Pledge of Allegiance to the American Flag

III. APPROVAL OF MINUTES

January 9-10, 2025 – Work Session
February 10, 2025 – Regular Meeting

IV. HONORS AND RECOGNITIONS

SERVICE RECOGNITIONS

Jose Guzman – 20 years – Beautification and Facilities
William Mitchell – 10 years – Fire Department

V. APPEARANCES BEFORE COUNCIL

a. John Cox

To speak to Council regarding the homeless and litter in the community.

Note: Each person who gives notice to speak may be limited to a five (5) minute presentation at the discretion of the presiding officer, City of Florence Code of Ordinances, Section 2-24(h).

VI. ORDINANCES IN POSITION

a. Bill No. 2024-22 – Second Reading

An Ordinance to amend Article I Chapter 3 of the City of Florence Code of Ordinances to add provisions related to prohibiting ownership or keeping of livestock and wild animals and other matters related thereto.

b. Bill No. 2025-03 – Second Reading

An Ordinance to amend Chapter 4 of the Code of Ordinances of the City of Florence entitled “Buildings, Construction and Related Activities”, to establish Article XV “Vacant and Abandoned Residential, Commercial and Industrial Building Registration.

c. Bill No. 2025-06 – Second Reading

An ordinance to annex and zone CG the property located at Gilbert Drive and Freedom Boulevard, identified as Florence County Tax Map Number 00178-01-244.

d. Bill No. 2025-07 – Second Reading

An ordinance to annex and zone RG-3 the properties located at 1001 Tunbridge Place and 3740 West Lake Drive, identified as Florence County Tax Map Numbers 00751-01-279 & 00751-01-282.

e. Bill No. 2025-09 – Second Reading

An Ordinance to amend the City of Florence Unified Development Ordinance relating to the flood hazard district to maintain compliance with the current Federal Emergency Management Agency (FEMA) regulations and adopt the revised Flood Insurance Rate Map (FIRM).

f. Bill No. 2025-10 – Second Reading

An Ordinance of the City Council of the City of Florence, South Carolina, imposing a temporary moratorium on final approval of development plans and other approvals relating to properties that contain cemeteries for the purpose of enabling consideration by city council of recommendations relating to amendments to development regulations of the City regarding cemeteries, and further invoking the pending ordinance doctrine with respect to such temporary moratorium in anticipation of such amendments.

g. Bill No. 2025-11 – Second Reading

An Ordinance authorizing the conveyance of surplus city property of approximately .319 acres on a portion of Florence County Tax Map Number 00147-01-023 located at Jennie O’Bryan Avenue back to Floyd Family Properties, LLC, such city property having been initially conveyed to the City of Florence for the purpose of constructing a Sports Complex and a road accessing such complex.

VII. INTRODUCTION OF ORDINANCES

a. Bill No. 2025-08 – First Reading

An Ordinance to adopt the updated Downtown Design Standards for the City of Florence.

b. Bill No. 2025-12- First Reading

An Ordinance to rezone from NC-15 to NC-6.3 the property located at Dexter Drive and Attwood Avenue, identified as Florence County Tax Map Number 00150-01-140.

c. Bill No. 2025-13 – First Reading

An Ordinance to amend the budget for Fiscal Year beginning July 1, 2024 and ending June 30, 2025.

VIII. INTRODUCTION OF RESOLUTIONS

a. Resolution No. 2025-08

A Resolution authorizing the City Manager to enter into a Facility Encroachment Agreement with CSX Transportation, Inc.

b. Resolution No. 2025-09

A Resolution and Conditional Grant and Development Agreement to provide an incentive for the development of new housing within East Florence as part of the ongoing Neighborhood Redevelopment Project.

(Note: This item may be discussed in Executive Session.)

IX. REPORT TO COUNCIL

a. Appointments to Boards and Commissions

(Note: This item may be discussed in Executive Session.)

b. Mauldin and Jenkins, CPAs and Advisors

Presentation of the City of Florence, SC Annual Comprehensive Financial Report and Audited Financial Statements by the independent Certified Public Accounting Firm of Mauldin and Jenkins CPAs and Advisors.

X. CITY MANAGER'S REPORT

XI. MAYORAL REPORT

XII. COMMITTEE REPORTS

a. Business Development Committee

b. Community Development Committee

c. Finance, Audit and Budget Committee

XIII. EXECUTIVE SESSION

a. For a discussion regarding an Economic Development Project as referenced in Resolution No. 2025-09 [30-4-70(a)(5)].

b. For a discussion regarding appointments to city Boards and Commissions [30-4-70(a)(1)].

c. To receive an update regarding Project Urban Square [30-4-70(a)(5)].

After returning to open session, Council may take action on matters discussed during Executive Session.

XIV. ADJOURN



FLORENCE CITY COUNCIL WORK SESSION
THURSDAY, JANUARY 9, 2025 – 7:30 A.M. – 9:00 A.M. AND 2:30P.M. – 6:00PM
FRIDAY, JANUARY 10, 2025 – 7:30 A.M. – 2:00 P.M.
THE GEORGE HOTEL
615 FRONT STREET, GEORGETOWN, SC 29440

MEMBERS PRESENT

Mayor Lethonia Barnes, Mayor Pro Tempore George Jebaily, Councilman Chaquez T. McCall, Councilman Bryan A. Braddock, Councilwoman LaShonda NeSmith-Jackson and Councilman J. Lawrence Smith, II

ALSO PRESENT

Mr. Scotty Davis, City Manager; Mr. Luke Carter, City Attorney; Mrs. Casey Moore, Municipal Clerk; Mr. Clint Moore, Assistant City Manager of Development; Chief Allen Heidler, Florence Police Department; Chief Shannon Tanner, Florence Fire Department; Mrs. Jennifer Krawiec, Director of Human Resources; Mr. Jerry Dudley, Director of Utility Operations; Mr. Josh Whittington, Director of Utility Operations; Mr. Michael Hemingway, Director of Utility Planning and Economic Development; Mrs. Victoria Nash, Director of Parks, Recreation, and Sports Tourism; Mrs. Amanda Pope, Director of Marketing/Communications and Municipal Services; Mr. Adam Swindler, Director of Public Works; Mr. Glenn Bodenheimer, Interim Finance Director and Ms. Patrice Rankin, Administrative Coordinator

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

THURSDAY, JANUARY 9, 2025

CALL TO ORDER

Mayor Barnes called the Thursday, January 9, 2025 Work Session of Florence City Council to order at 7:35 a.m.

[Pro tem Jebaily via telephone.]

INVOCATION

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

WORK SESSION

Mr. Scotty Davis, City Manager, opened the session by asking Council to share one thing they like about Florence, aside from its population, and one thing they do not like.



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Like:

- Culture
- Proximity/location
- Downtown
- Diversity
- Affordability/opportunity
- Connectivity

Do not like:

- Water system
- Limited vision/culture
- Limited mindset
- Limited opportunities for younger generations

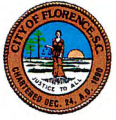
Mr. Davis said the purpose of this exercise is to acknowledge the areas the city is doing well and areas the city is lacking and put funds towards both.

Mr. Davis moved into a discussion on the budget. He said his budget philosophy is that staff has an unwavering commitment to ensuring the city is delivering high-quality services and is responsive to the needs and concerns of our residents. How do we do this?

1. Develop operational budgets within projected available revenues.
2. Focus on goals of Comprehensive Plan:
 - Growth Capacity
 - Land Use and Development
 - Housing and Neighborhoods
 - Transportation
 - Economic Development
 - Recreation and Amenities
3. Invest strategically in employees by providing adequate pay, benefits, training, technology resources, support, etc.
4. Balance reinvestment in the City's existing infrastructure and facilities with the creation of new opportunities for investing in the future of the City.
5. Maintain a minimum General Fund balance of at least 30% of the General Fund budget.
6. Maintain sufficient working capital in the utility funds.

Mr. Davis gave an overview of the meeting agenda:

1. FY 2026 Budget Influencers
2. FY 2023-24 Year End Financial Review
3. City Manager's Office/City Center Market
4. Human Resources
5. Police
6. Fire
 - Building Department
7. Public Works
 - Beautification and Facilities
 - Equipment Maintenance
 - Sanitation
8. Parks, Recreation and Sports Tourism
9. Comprehensive Plan
10. Growth and Development
11. Community Services
12. Projects Update
13. Proposed Ordinances



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14. Water & Sewer Master Planning & Economic Development
15. Utilities Department
16. Presentation by First Tryon Financial Advisors
17. Discussions & Questions

2026 Budget Influencers

External factors influencing the budget are inflation, the labor market, improved borrowing costs, residential growth and revenue uncertainty. The average inflation rate for 2024 was 2.7%, down from 4.1% in 2023. The Florence County unemployment rate is 4.6% compared to the South Carolina unemployment rate of 4.8% and the United States unemployment rate of 4.2%. Federal interest rates are projected to reduce their rate two times in 2025. Current federal rates average 4.5%-4.75% with projections of 4.8% in 2024 and 3.8% in 2025.

Mr. Glenn Bodenheimer, Interim Finance Director, went over Fiscal Year 2024-25 revenue and expenditure assumptions. It is assumed that property tax revenue will remain stable. The city will need to “backstop” the TIF bonds with water and sewer funds. Building permit revenue is down 9.6% from this time last year; however, it is too early to determine if this will continue but expectations are revenues will remain relatively flat. Business license revenue is down 22.5%, but it is too early to determine if this trend will continue. Hospitality revenue is down 2.4%. Water revenue is up 9.8% and should continue to stay around this due to the rate increases. Sewer revenue is up 6.9%. Water and sewer rates will increase by 10% for inside city limit customers and outside customers for the Fiscal Year 2026. Operational and capital costs will continue to rise as a result of wage inflation, fuel price fluctuations, materials and supply cost increases and insurance premium increases.

FY 2023-24 Year End Review

Highlights of the FY 2024 Annual Comprehensive Financial Plan:

- For the Fiscal Year ended June 30, 2024, the City’s General Fund reported a combined fund balance of \$26,253,729, an increase \$1,661,249.
- At year end, the City’s Governmental Funds reported a total outstanding bonds and notes payable obligations of \$81,464,867 compared to \$85,159,199 last year, a decrease of 4.5%.
- For the Fiscal Year ended June 30, 2024, the Water and Sewer Fund reported a total fund balance of \$158,807,769 an increase of \$8,360,243. The unrestricted net position increased \$19,217,373 from \$25,742,059 to \$44,959,432. The increase is due to a \$16,219,611 decrease in net invested in capital assets with the \$32M bond issuance.
- The Water and Sewer Fund reported an outstanding bond and notes payable of \$131,650,550 an increase of \$25,570,335 compared to \$106,080,215 last year.

The General Fund:

The following chart illustrates the General Fund Revenues in 2024 compared to 2023. Property tax revenue is up from 2023, while miscellaneous revenues and revenues from other funding sources are down from 2023.



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General Fund Revenues

Revenues	2024	2023	% Variance
Property Tax	\$12,333,684	\$11,475,369	7.5%
Licenses, Permits, and Fees	18,358,492	16,771,965	9.5%
Intergovernmental	5,877,793	5,891,532	-0.2%
Charges for Services	3,657,066	3,526,939	3.7%
Fines and Forfeitures	178,180	262,372	-32.1%
Investment Earnings	1,072,640	597,329	79.6%
Miscellaneous	586,320	1,329,139	-55.9%
Other Funding Sources	392,392	422,563	-7.1%
Net Transfers	16,782,052	12,077,902	38.9%
Total Revenues	\$59,238,618	\$52,355,110	13.1%

[Break: 8:42am – 2:50pm]

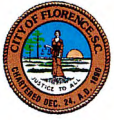
The City of Florence has a current operating millage of 64.1 and a debt service millage of 4.0. State law now regulates and limits the amount of millage that can be raised annually. There is a four year “carryback period” where you can accumulate the rate limitations. Currently the city still has room for about 1.0 mil increase from the carryback. If the rate increase is comparable to last year, the city could have up to an additional 3.0 mil increase. There was discussion on the city’s millage rate compared to other cities. Some cities make it a practice to raise their millage the maximum allowed amount each year, whereas Florence went several years without raising millage at all.

There was a discussion on property taxes among Council and staff.

The following chart illustrated the General Fund Expenditures in 2024 compared to 2023. Total expenditures have increased approximately 17%.

General Fund Expenditures

Expenditures	2024	2023	% Variance
General Government	\$ 10,414,904	\$ 9,022,988	15.4%
Public Safety	18,368,129	17,768,898	3.4%
Public Works	7,950,334	7,933,708	0.2%
Culture and Recreation	4,856,921	3,858,043	25.9%
Community Development	392,201	380,650	-
Debt Service: Principal	1,790,242	2,119,487	-15.5%
Debt Service: Interest	984,824	1,541,261	-36.1%
Capital Outlay	12,819,814	6,447,731	98.8%
Total Expenditures	\$57,577,370	\$49,072,766	17.3%



Water and Sewer Fund:

The following chart illustrates the Water and Sewer Fund Revenues in 2024 compared to 2023. Total Revenues have increased approximately 14%.

Water & Sewer Fund Revenues

Revenues	2024	2023	% Variance
Current Use Charges	\$42,511,041	\$40,496,498	5.0%
Service Fee	7,202	15,614	-53.9%
Miscellaneous	792,099	1,104,327	-28.3%
Water & Sewer Tap Fees	1,209,086	1,114,090	8.5%
Investment Earnings	2,495,572	1,066,719	133.9%
Other Miscellaneous Revenue	72,300	129,708	-44.3%
Intergovernmental	1,154,030	466,114	147.6%
Gain on Asset Disposal	243,708	2,782	8660.2%
Transfers In	4,142,580	1,933,464	114.3%
Total Revenues	\$52,627,619	\$46,329,316	13.6%

The following chart illustrates the Water and Sewer Fund Expenditures in 2024 compared to 2023. Total Expenditures have decreased approximately 22%.

Water & Sewer Fund Expenditures

Expenses	2024	2023	% Variance
Personnel	\$ 6,341,870	\$ 6,341,316	0.0%
Employee Benefits	3,337,342	3,133,569	6.5%
Purchase Services	9,875,925	7,765,958	27.2%
Supplies and Materials	1,766,407	1,374,829	28.5%
Other Operating Expenses	2,798,067	3,529,059	-20.7%
Depreciation and Amortization	10,148,298	9,385,387	8.1%
Economic Development	2,259,906	15,841,568	-85.7%
Interest Expense	2,387,025	2,562,845	-6.9%
Total Expenditures	\$38,914,842	\$49,934,531	-22.1%

Storm Water Utility Fund:

The following chart illustrates the Storm Water Utility Fund Revenues for 2024 compared to 2023. Revenues have increased approximately 7%.



Storm Water Fund Revenues

Revenues	2024	2023	% Variance
Storm Water Service Fee	\$ 1,637,489	\$ 1,633,062	0.3%
Miscellaneous	16,660	8,934	86.5%
Investment Earnings	287,353	245,048	17.3%
Intergovernmental	110,041	103,877	5.9%
Gain/(Loss) on Disposals	71,510	-	100.0%
Insurance Reimbursements	15,987	-	100.0%
Total Revenues	\$ 2,139,040	\$ 1,990,921	7.4%

The following chart illustrates the Storm Water Utility Fund Expenses for 2024 compared to 2023. Total expenses have decreased approximately 2.5%.

Water & Sewer Fund Expenditures

Expenses	2024	2023	% Variance
Personnel	\$ 295,013	\$340,025	-13.2%
Employee Benefits	145,509	164,042	-11.3%
Purchase Services	457,258	633,463	-27.8%
Supplies and Materials	20,630	13,149	56.9%
Other Operating Expenses	18,241	(66,029)	-127.6%
Depreciation and Amortization	330,955	224,743	47.3%
Interest Expense	104,439	111,606	-6.4%
Transfers Out	120,700	109,628	10.1%
Total Expenses	\$ 1,492,746	\$ 1,530,627	-2.5%

Outstanding Debt:

Mr. Bodenheimer went over current outstanding debt. He said it is important to know the current debt and what it means for the City of Florence. The City is analyzed by two rating agencies: Moody's and Standard and Poors. The City has a rating of Aa2 with Moody's and a rating of AA- with Standard and Poors, meaning the City is in very good standing. Mr. Bodenheimer went over the current outstanding governmental debt and utilities debt for the City and their maturity dates.

City Manager's Office

Mrs. Amanda Pope, Director of Marketing, Communications, and Municipal Services, provided an update on the City's partnership with Citibot for Cypress, also known as "Cy." The City is in the second year of a three-year contract with Citibot. While City staff are highly enthusiastic about Cy, they aim to increase text alert sign-ups. Funds have been allocated for additional marketing and implementation efforts this year. As of December 30, 2024, 3,404 residents have engaged with Cy, resulting in 6,645 total communications and 1,503 text alert sign-ups.



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Councilwoman NeSmith-Jackson inquired about the nature of texts received through Cy. Mrs. Pope clarified that the figures represent the number of residents who have signed up for text alerts rather than the content of messages. She further explained that residents are not automatically enrolled in text alerts when they sign up for Cy; they must opt in manually. Residents can ask questions through Cy without receiving text alerts. Councilwoman NeSmith-Jackson also asked which department receives the most communications through Cy. Mrs. Pope stated that inquiries span various general topics rather than being specific to any one department. Mr. Davis asked about promotional efforts for Cypress. Mrs. Pope detailed outreach initiatives, including community engagement at city centers, local organizations, social media campaigns, the Leatherman Senior Center, Florence After 5, and other local events. She noted that promotional efforts are ongoing.

Additionally, Mrs. Pope provided an update on the recodification process of the City's Code of Ordinances. This comprehensive legal review ensures the City's code remains up-to-date, lawful, and enforceable. A contract with CivicPlus was signed in December 2024, and their legal team is currently conducting the review, which is expected to take six to ten months. The recodification process will span approximately 15-24 months, with an estimated cost of \$75,000.

Mrs. Pope also highlighted recent marketing and promotional initiatives from the City Manager's Office, including the Florence in Focus video series, public awareness campaigns, an interactive water management portal, two sessions of City University, the launch of the Stronger Together campaign, and an ongoing city website redesign.

Councilwoman NeSmith-Jackson asked about the next session of City University, to which Mrs. Pope responded that it would begin around March 17th, with applications opening in February. Mr. Davis requested insights into the success of City University and Mrs. Pope shared positive feedback from participants, emphasizing how the program increases awareness of city operations and has inspired some graduates to become community advocates. Councilwoman NeSmith-Jackson expressed interest in establishing a Youth City University session.

Mrs. Pope provided an update on the City Center Farmers Market and Commercial Kitchen. At the last budget session, \$35,000 was allocated for additional parking. The City purchased an adjacent property, adding 18 new parking spaces. The Farmers Market features local farmers, food producers, and artisans, hosting events such as Jam Fest, Farm to School, the Holiday Gift Market, Bee City Takeover, and the Cultural Garden Celebration. The Commercial Kitchen operates as a shared, commissary-style facility certified by the South Carolina Department of Health and Environmental Control. Councilwoman NeSmith-Jackson inquired about rental costs, and Mrs. Pope explained that pricing is tiered based on usage, with hourly rates of \$9, \$12, or \$15. All users must meet necessary requirements, including insurance and ServSafe certification.

Councilwoman NeSmith-Jackson also inquired on whether market revenue is sufficient to sustain the Commercial Kitchen. Mr. Davis responded that full self-sufficiency is unlikely, as competing with the private sector is not the City's goal.

Mrs. Pope provided an update on Baba and Pop's, the current tenant of the market space. She then outlined facility needs, including a market entrance sign, a permanent shed, and Farmers Market Software Management. The estimated cost for these improvements range from \$98,500 to \$102,000. Councilman McCall inquired whether these were new requests or carried over from previous years. Mrs. Pope confirmed that the entrance sign and permanent shed were requested in prior years.

[Pro tem Jebaily arrived at 3:20pm.]



Human Resources

Mrs. Jennifer Krawiec, Human Resources Director, emphasized that employees are the most important part of the organization. She stated that Human Resources is committed to recruiting, retaining, and investing in employees while competing with government and private sector jobs, as well as other geographic locations.

Councilwoman NeSmith-Jackson inquired about the availability of soft skills training for employees. Mrs. Krawiec responded that communication and customer service training programs are offered. She also shared that the starting wage for several full-time employees working 2,080 hours per year has been increased to \$15.50 or more per hour. Mr. Davis noted that staff considered the livable wage when determining this increase. Councilwoman NeSmith-Jackson asked whether the wage increase applies to entry-level positions, Mr. Davis confirmed that it does and provided a brief explanation of the qualifications for these roles.

Mrs. Krawiec also provided an overview of compensation strategies, highlighting the importance of annual cost-of-living and merit increases to maintain competitive starting salaries and prevent salary compression. In response to Councilwoman NeSmith-Jackson’s inquiry about how the city’s salaries compare to those of other municipalities, Mrs. Krawiec explained that salaries are reviewed annually against the Municipal Association of South Carolina’s Compensation Survey. Additionally, salaries for specific positions are assessed throughout the year as needed.

Calendar Year	Inflation Rate	Fiscal Year	COL Increase	Merit Increase
2016	1.3%	2016-17	2.0%	2.0% and 4.0%
2017	2.1%	2017-18	1.0%	2.0% & 4.0%
2018	2.4%	2018-19	1.0%	2.0% & Bonus
2019	1.8%	2019-20	2.0%	2.0%
2020	1.2%	2020-21	2.0%	2.0% & 4.0%
2021	4.7%	2021-22	2.0%	2.0% & Bonus
2022	8.0%	2022-23	2.0%	2.0% & Bonus
2023	4.1%	2023-24	8.0%	0.0%
2024	2.7%	2024-25	4.0%	2.0% & Bonus

Councilwoman NeSmith-Jackson inquired on the City’s lowest salary and Mrs. Krawiec said the lowest is currently \$8.00 per hour for some part time positions and the lowest full-time position is \$12.48 per hour.

Mrs. Krawiec discussed compensation challenges the City faces. Regarding the Police Department, this year’s 6% cost of living increase allowed the compensation for non-certified and certified officers to be more competitive with surrounding agencies.

The City offers benefit opportunities to include PEBA health insurance, state retirement, an onsite nurse practitioner, and paid retiree insurance. Health insurance is a significant cost to the City. Nationally, health insurance premiums continue to rise; however, employee costs remain low with little to no increases for employee premium contributions. There was a discussion on employee benefits and health insurance premiums among Council and staff.



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Year	Employer Increases	City of Florence Load Factor
2015	4.5%	1
2016	0.80%	1
2017	3.30%	1
2018	7.4%	1.05
2019	0%	1.13
2020	0%	1
2021	0%	1
2022	0.80%	1
2023	18.10%	1
2024	3.70%	1
2025	11.80%	1

Mrs. Krawiec said some concepts to consider moving forward to assist with recruitment and retention include a higher cost-of-living increase effective January 1, 2026 and merit increase effective July 1, 2026; expanding the Employee Wellness Clinic to include retirees; and job sharing for retirees. There was a discussion on cost of living and merit increases among Council and staff.

Police Department

Mr. Allen Heidler, Chief of Police, discussed the current and upcoming needs of the Police Department, which include three marked patrol cars, DFR- Drone First Responder Program and RTCC- Real Time Crime Center with FLOCK OS. The best method for cycling vehicles is to purchase 3-5 vehicles per year which will allow a turnover of at least twelve vehicles every four years and will cycle reliable units into the spare fleet. The Police Department has been able to have a better fleet due to previous budget approvals of \$300,00 from City Council and \$420,000 from State Delegation. The cost of vehicles has significantly increased since 2019 and the cost to upfit a vehicle is expected to increase as well. Currently, the approximate cost for an upfit per patrol marked vehicle is \$18,000-\$20,000. Each vehicle will cost approximately \$48,000-\$50,000, for a total cost of approximately \$83,000 per vehicle when including the upfit cost. Chief Heidler said the vehicle request for 2025 is three vehicles. If ordered early in the fiscal year, it is expected that these vehicles will cost approximately \$250,000 and will be delivered early 2026.

Chief Heidler said the DFR- Drone First Responder Program allows a Florence Police Department drone to be deployed immediately after receiving an emergency call for service and then autonomously fly to the incident location without assistance from an operator. The drone can be used to respond to non-emergency calls within 30 to 90 seconds, as well as gather intelligence and respond to alerts and threats. The drone will be housed on the roof of the City Center and would be able to rapidly deploy by someone from inside the real time crime center or workstation. The cost for the first-year equipment and software is \$64,000 and a recurring yearly software subscription of \$49,000. Councilwoman NeSmith-Jackson asked if the drone would be able to deliver emergency medical supplies to the incident location. Chief Heidler responded yes, however, it would have to be manipulated by an operator and the added weight of supplies would add to the drone's response time.

Chief Heidler spoke on the RTCC- Real Time Crime Center with FLOCK OS. This program allows the Police Department to integrate multiple software platforms into a single sign on program which offers real-time intelligence. Staff assigned to the RTCC will be able to gather information in real time from multiple sources such as FLOCK cameras, drone footage, building diagrams and more. The RTCC program will work alongside the DFR software and the two will be utilized hand in hand for operational information and investigations. The first-year equipment and software is \$32,000 and the recurring yearly



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software subscription is \$16,000. Councilman Braddock inquired on the impact of the FLOCK camera system for law enforcement staff. Chief Heidler said the department has had huge success from the FLOCK camera system. The effectiveness of the camera system has aided with solving several crimes. There was a discussion regarding FLOCK cameras and its success throughout different municipalities statewide.

Pro tem Jebaily asked for the status of Camp Carraway. Chief Heidler said several officers are on board and are planning to host the camp this summer for 15-20 youth ages 12-18.

Fire Department

Mr. Shannon Tanner, Fire Chief, discussed the current and upcoming needs of the Fire Department. He began with an overview of the current status of the Fire Department. Chief Tanner said the Fire Department is currently running seven companies comprised of six Engine Companies and one Ladder Company, responding out of six stations. The Fire Department responded to 4,166 calls, which is a 10% increase from last year. In order to maintain the current ISO rating of 1, Fire Department response must be in five minutes 90% of the time for the first due engine and nine minutes 90% of the time for the second due engine and first due ladder.

Chief Tanner discussed fire apparatus replacement. He expressed his gratitude for the Fire Department receiving new engines from approved budget requests and state appropriation funding. One of the new engines was placed into service this week and the other will be received within the next month. Chief Tanner also announced that the Fire Department is receiving a new ladder truck, which will be delivered in July. Currently, the Fire Department needs to replace one first out pumper that has 6,442 engine hours and an odometer reading of 257,688 based on estimated 40 mph. One additional pumper will need to be purchased for Fire Station #4 to ensure a ladder company is operated on the west side of the city. The Fire Department receives approximately 4,200 emergency calls a year, with 900 of those calls being answered by Fire Station #4. Chief Tanner spoke on the importance of refurbishing the current first due engines and ladder until new apparatus arrives. Refurbishment cost of engines is approximately \$40,000 per truck and ladders cost are approximately \$50,000.

Chief Tanner also discussed staff vehicle replacement. Chief Tanner requested to replace three vehicles this budget and three next budget year. Currently there are seven vehicles ranging in age from 11-15 years old. Vehicle prices range from \$45,000 to \$50,000 and have a delivery time from 90 to 365 days.

Chief Tanner spoke of Fire Department facilities and growth. Currently there are two fire stations (Fire Station #2- Marion Street and Fire Station #3- Edisto Drive) that are 50 years old or older and in need of upfitting and repairs. Due to annexation and continued growth, Chief Tanner discussed the need to add an additional Engine Company on the west side of the City at Fire Station #4, an additional Battalion Chief, relocate/remodel Fire Station #1 and an additional Fire Station on the southeast side of the City. Chief Tanner shared that the Fire Department has applied for a federal grant to replace the current units of self-contained breathing apparatus. The department's units are nearing the end of life date (must be discarded after 15 years) and are non-compliant to current NFPA standards. A 15% matching grant, totaling \$98,000 must be submitted. If the grant is not awarded, the Fire Department has one more year to apply before they will have to purchase the units without grant assistance. Chief Tanner also shared that compliant fire helmets will need to be purchased. The helmet replacement will be phased in over the next two years, at a cost of \$25,000 per year to replace all outdated helmets.



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There was a discussion among Council and staff regarding electric vehicles pertaining to fire trucks, sanitation trucks and police vehicles. Electric vehicles are more expensive and require facilities such as fire stations to be upfitted to accommodate the vehicles.

Chief Tanner discussed the current Building Department status. Over the last three years, the Building Department has experienced an overall increase of 42% in inspections. If this increase continues, the City will need to hire additional inspectors to keep up with the increase. Chief Tanner spoke in favor of the City charging re-inspection fees. There was a discussion regarding the inspection process and fees among Council and staff.

EXECUTIVE SESSION

Councilman Smith made a motion to enter into Executive Session for a discussion on a personnel matter related to the City Manager's contract and Councilman McCall seconded the motion. Council voted unanimously (6-0) to enter into Executive Session at 6:00pm.

Council resumed open session at 6:30pm. Mayor Barnes said no action is needed.

ADJOURN

Without objection, the January 9, 2025 Retreat Work Session of City Council was adjourned at 6:30p.m.

FRIDAY, JANUARY 10, 2025

CALL TO ORDER

Mayor Barnes called the Friday, January 10, 2025 Work Retreat Session of Florence City Council to order at 7:30 a.m.

INVOCATION

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

Public Works Department

Mr. Adam Swindler, Public Works Director, said Beautification and Facilities (including the animal shelter), Equipment Maintenance, and Sanitation are the three divisions of the Public Works Department. Mr. Swindler then provided an overview of future Public Works needs. Current Beautification and Facilities Division needs include five additional employees; various capital equipment such as forklift, motor grader, backhoe, skid-steer, tree trucks, brush chipper, fleet pickups, and fleet mowers; and new housing/space for offices, equipment storage, and sign shop operations. Mr. Swindler also discussed necessary facility repairs for the animal shelter. There was a discussion among Council and staff regarding the operations of the animal shelter.

Current Equipment Maintenance Division needs include three additional employees; an updated/new facility and amenities to meet current and future service/repair needs; capital equipment; and other items such as a Fleet Maintenance Management Software (approximately \$12,000), Vehicle AC Recharge System/Reclaim Machine (approximately \$8,000), and a Gas/Diesel Underground Tank Replacement (switch to above ground tanks- approximately \$150,000 per tank).



Mr. Swindler spoke on the Sanitation Division next. Sanitation collects approximately 14,450 residential units per week or approximately 2890 units per day. For every 500 units added, an additional route/truck is needed. Mr. Swindler discussed the transfer fee increases over the last 7 years. The recycling fee has seen a significant increase and is now \$165.10 per ton while approximately 25% of the City’s residents participate in recycling. For fiscal year 2024, recycling cost approximately \$590,000. There was a discussion among Council and staff regarding yard waste collection and recycling. Below is chart detailing the transfer fee increase over the last seven years.

Transfer Fee Increase over Time (Last 7 Fiscal Years)

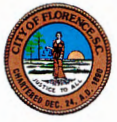
FY Start	FY End	Garbage Fee	Increase	Recycling Fee	Increase
July 2018	June 2019	\$45.39	\$0.84	\$78.48	\$2.58
Processing Fee Increase				\$138.48	\$60.00
July 2019	June 2020	\$48.07	\$2.68	\$140.11	\$31.63
July 2020	June 2021	\$48.18	\$0.11	\$140.43	\$0.32
July 2021	June 2022	\$51.12	\$2.94	\$151.85	\$11.42
July 2022	June 2023	\$55.55	\$4.43	\$159.06	\$7.21
July 2023	June 2024	\$60.09	\$4.54	\$165.10	\$6.04
July 2024	June 2025	\$65.71	\$5.62	\$165.10	---

Mr. Swindler presented needs for the Sanitation Division to include new facilities and additional trucks. Mr. Swindler discussed aging offices and buildings at the Public Works Department site. New facilities needed include offices, meeting and training rooms, lockers and bathrooms and showers. Depending on annexation numbers, it is forecast that two residential rear loader trucks will be necessary at a cost of approximately \$700,000. If the City continues the recycling program, an additional commercial front loader truck will be necessary at a cost of approximately \$400,000. Prices for sanitation trucks are expected to increase. Currently, a commercial front loader is \$400,000, a basic residential rear loader is \$275,000, an upgraded residential rear loader is \$315,000, a grapple loader is \$200,000 and a lift gate truck for roll cart delivery is \$65,000. Mr. Swindler reviewed some issues sanitation faces with residents piling boxes, furniture, bags, et cetera at the curb for pick up. Mr. Davis spoke on landlord evictions. In South Carolina State Code, a landlord is able to set the evicted tenant’s belongings on the curb. The City then must collect the items, but only after forty-eight hours has passed. Mr. Davis said state law does not require the landlord to notify the City when they’ve placed items out, so the forty-eight hours begins once the City is notified either by a resident or a sanitation worker.

Parks, Recreation, and Sports Tourism

Mrs. Victoria Nash, Director of Parks, Recreation and Sports Tourism said Coastal Carolina University will conduct a parks and recreation needs assessment for the City of Florence Parks, Recreation, and Sports Tourism Department. The assessment will cost \$1,500, which will assist with transporting students roundtrip from Coastal Carolina University to Florence and to assist with any resources needed for the assessment.

Mr. Clint Moore, Assistant City Manager of Development, provided an update on the Levy Park expansion project. The subrecipient agreements with the state and federal government have been signed.



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City staff is now ready to bid out the project and once a bid has been awarded to an engineering firm, it will take 10-12 months for the engineering phase to be completed. After the engineering phase is complete, the project will be bid out for construction. Mr. Moore said public meetings will be held to receive input from the community and stakeholders. There was a discussion among Council and staff regarding the Levy Park expansion project.

Mrs. Nash provided an update on the Freedom Florence Football Complex. Initially, the football complex was proposed to be located at the Florence Sports Complex, but due to land costs, city staff is looking to relocate the football complex to Freedom Florence. This complex will include turf fields that will be able to host sports such as football, soccer, and lacrosse with a gravel parking on the back side. City staff will have to look into access from Freedom Boulevard to the parking lot at the complex. The estimated cost for the football complex is \$6,994,799.

Mrs. Nash provided an update on the Barnes Street Basketball Arena. This arena will be located across the street from the existing Pearl Moore Basketball Center. There are two properties adjacent to the Pearl Moore Basketball Center that the City is looking to purchase and use for a parking garage. The arena that could fit 1000-1500 spectators. The estimated cost is \$7 million.

Mr. Jerry Dudley, Planning Director, spoke on the Section 108 Loan Process, through Community Development Block Grant (CDBG) funding, that would be used to fund the construction of the basketball arena. The city has previously used this loan to construct the Barnes Street Activity Center and the Levy Park Youth Center.

Mrs. Nash spoke on the Florence Tennis Center court expansion. The expansion will consist of eight new hard courts, two hydro grid clay courts, lighting for all ten courts, and restrooms for tennis patrons and visitors at the Florence Sports Complex. The city has allocated \$1 million for the expansion, but additional funding is required. Funding requests totaling \$2.5 million have been submitted to The Bruce and Lee Foundation (\$2 million) and the USTA Tennis Venue Services (\$500,000).

Mrs. Nash provided an update on the Dr. Iola Jones Park Amphitheater. Funding for the amphitheater has been secured and staff is in the early stages of initiating construction. There are currently two options for procurement: purchasing the amphitheater through one Sourcewell-approved playground company or through a separate Sourcewell-approved company while bidding out the contract work for the two-foot-tall concrete pad.

Mrs. Nash provided an update on the dog parks. The establishment of dog parks will bring benefits such as community enhancement, tourist appeal and community health and well-being. The potential locations for dog parks are McLeod Park and Levy Park. There will be a projected 3.5% price increase as of January 2025. There was a discussion among Council and staff regarding dog parks.

Mrs. Nash spoke on the enhancements of Timrod Park to include a new playground and new pickleball courts. The restrooms will be renovated this year as well. City staff is focusing on events in the park and will be working on a plan to move forward with events. There was a discussion among Council and staff regarding parking concerns at Timrod Park.

Mrs. Nash announced the city will host a 4th of July Fireworks Show at the Florence Soccer Complex this year. The estimated cost is approximately \$25,000 and will be covered through sponsorships from local stakeholders and businesses.



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Mrs. Nash spoke on the current needs of the department to include two additional parks groundkeepers and additional security cameras in community parks and sports complexes. Mrs. Nash also acknowledged that over \$5,000 has been received in memorial donations for a tribute to Col. Barry Wingard at Veterans Park. There was a discussion among Council and staff regarding a memorial for Col. Wingard.

There was a discussion among Council and staff regarding the Science South Facility. Mrs. Nash said city staff is looking to convert the Science South Facility into the South Florence Community Center. This facility will address the growing need for accessible recreational and educational spaces in the South Florence area.

Mrs. Nash said city staff recently stocked the ponds at the Florence Soccer Complex and Freedom Florence Complex with starter fish and would like to stock on a permanent basis to enhance recreational opportunities for the community. The estimated cost for fish stocking is \$8,000-\$12,000 and support materials is \$500-\$1,000.

Mrs. Nash spoke on the Jeffries Creek Playground Replacement. The replacement cost is estimated at \$70,000. The playground at Maple Park is in need of reconditioning. The estimated cost for reconditioning is \$19,300.

Mrs. Nash also proposed a practice disc golf course at Jebaily Park. The installation of a 3-hole disc golf course is approximately \$10,000-\$15,000 for baskets, signage and course design. There was a discussion among Council and staff regarding proposed enhancements for Jebaily Park. There was discussion regarding properties surrounding city parks and enforcement of city ordinances.

Mrs. Nash shared that there is a need to replace picnic shelters at Lester Park, Lucas Park, and Jebaily Park. The cost for new picnic shelters is approximately \$140,000. She acknowledged the lack of signage in the City's parks. Interpretive signage can be very educational for residents providing insights into the history, significance, and unique character of each location. Interpretive signs serve as outdoor graphic displays that enhance awareness, appreciation, and understanding of the environment.

Mrs. Nash spoke of the Blue Trail System and Florence Trail System. There is a need for improved signage and mapping (approximately \$20,000), safety and navigation enhancements (\$15,000), and environmental education and community engagement (\$15,000), for a total of \$50,000 to enhance the Trail Systems.

Mrs. Nash spoke on department projects for the next five to ten years. These projects will include resurfacing the Sports Complex track, installation of 500 seats at Field 1 at the Sports Complex, turfing the infields at Freedom Florence, installation of field lights at the Soccer Complex, constructing a new gymnastics facility, and repairing the Pye Branch Trail boardwalk.

Comprehensive Plan

Mr. Jerry Dudley, Planning Director, said the city's comprehensive plan is intended to guide future development, redevelopment, and community enhancement efforts over the next 10-20 years through 2041. Mr. Dudley spoke on growth capacity, land use and development, housing and neighborhoods, transportation and economic development, and recreation and amenities. There was a discussion among Council and staff regarding the city's comprehensive plan.



Growth and Development

Mr. Jerry Dudley, Planning Director, spoke on the methods of annexation. South Carolina has three methods of annexation: 100% method in which 100 percent of residents in a defined area petition for annexation; 75% method in which 75 percent of residents in a defined area petition for annexation; or 25% method in which 25 percent of residents in a defined area petition for annexation, a public referendum must be held, and a majority vote will determine if the properties are annexed. Mr. Dudley also reviewed the annual cost comparison between city residents and county residents. The annual cost for city residents is \$3,346.34, compared to \$4,277.40 for county residents. There was a discussion among Council and staff regarding annexations and the benefits for residents and businesses inside the city limits to include Police, Fire, Sanitation, Utilities, Public Work, and Administrative Services.

There was a discussion among Council and staff regarding the city's franchise areas. Franchise areas are the areas that the city can provide services to. Mr. Dudley spoke on future considerations for city growth and development. Important concepts to consider with annexation, growth and development is the direction of residential growth; the direction of commercial growth; and impacts related to the extension of water and sewer infrastructure, sanitation services, fire services, police services, recreation, and streets and stormwater. There are common municipal strategies to assist with the cost for growth, such as impact fees and special purpose tax districts.

Mr. Dudley spoke on upcoming projects that will need to be addressed in the Unified Development Ordinance. These include an update to the sign ordinance, accessory dwelling units (ADU's) and a tree ordinance. Upcoming costs include the five-year update to the 2020 Comprehensive Plan, a Neighborhood Revitalization Plan, a Housing Study, and the Lucas Street Corridor.

Mr. Dudley provided a housing and rental outlook. The estimated population by 2030 is 47,000 residents. The recent median sales price for a home in Florence is \$250,000, up from \$159,500 in 2019. The average household income is \$56,433. The current cost of a new build residential home is \$145 per square foot and current thirty-year fixed mortgage rate is 7.09%. The city's housing study is expected to be completed by Fall 2025.

Community Services

Mr. Dudley gave an overview of the projects in progress to include rehabilitation, weatherization, demolition, new home construction, the Pine Street Master Plan, and the Habitat for Humanity home. Mr. Dudley also provided an overview of Building Florence Together, the city's nonprofit organization, and the City Center Building.

Projects Update

Mr. Moore provided an update on stormwater projects in relation to the \$7 million stormwater bond. Projects completed include Sandhurst West, Tarleton Estates and Phase I of St. Anthony/College Park. Engineering has begun for Malden Drive. Malden Drive and Cannon Street is under review by the state, and the city is working with Florence County on Woodland Drive. Rebecca Street is currently on hold due to easement related issues. Multiple bids were received for the Pennsylvania Street project and all came in higher than the anticipated costs. Engineering is set to begin summer 2025 for Dargan and Elm Streets and the Cheves Street (underpass) projects. Engineering is set to begin winter 2025 for Wisteria Drive. Cedar and McQueen Street is under construction. The North Church and Oakland Avenue project has gone through three revisions and is awaiting approval from the South Carolina Department of



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Transportation. The Stormwater Master Plan is complete and will be brought before Council in the next few months.

Mr. Moore provided information regarding the Capital Projects Sales Tax III that was passed by referendum in November 2020. The City received \$40,000,000 from the County and a bond was issued in the summer of 2021. Approximately 170 total roadways and projects were included, and, to date, sixty roadways have been completed. Group 9, comprising fourteen streets, is scheduled to commence work at the beginning of this year. There was a discussion among Council and staff regarding the Penny Sales Tax.

[Break: 10:30 – 10:45]

Mr. Moore gave an overview of projects in progress, to include the Carolina Theater Renovation, Mural Plaza and the Rail Trail. The Carolina Theater renovation is expected to start the beginning of 2025 and be completed by early 2026. Ribbon cuttings will be scheduled in spring 2025 for the Mural Plaza and Rail Trail.

Mr. Moore provided an update on the Rental Uniform Property. This property covers fourteen acres and is approximately 95,590 total square feet. City staff had discussions with the owner and a realtor regarding the City acquiring the property. Current status of the property is as follows: Phase I ESA has been completed, all previous studies with environmental engineer Stantec have been reviewed, and the non-responsible party voluntary cleanup contract from South Carolina Department of Environmental Services has been received. Potential uses for this property include evidence storage; relocation of Public Works, Utilities, and/or other divisions; or a future Fire Station site. Cleanup costs associated with the property are unknown until the Brownfields Cleanup Analysis is complete. Other associated costs will include a roof repair, estimated at \$500,000; office space renovation, estimated at \$2,000,000; warehouse renovation, estimated at \$2,000,000; site work, estimated at \$250,000; and demolition of the Pet property, estimated at \$750,000. There was a discussion among Council and staff regarding the Rental Uniform Property.

Proposed Ordinances

Mr. Moore reviewed several proposed ordinances that are on the agenda for the January 13th Regular Meeting of City Council. The Unfit Dwelling Ordinance will provide a set of standards to determine if a building is unfit for human occupancy. The city's public official will make the determination on if a structure can be repaired or if it will need to be demolished.

The Vacant and Abandoned Residential, Commercial and Industrial Building Registration Ordinance requires all vacant and abandoned buildings to register with the city. Exceptions include buildings that are actively being marketed for sale or rent, government owned buildings, buildings that are actively pursued for demolition as ordered or properties that are vacant and/or abandoned but do not have any code violations. Owners may donate the property to the city as a remedy. There was a discussion among Council and staff regarding the proposed ordinances.

Water & Sewer Master Planning & Economic Development

Mr. Michael Hemingway, Utility Planning and Economic Development Director, discussed infrastructure upgrades for growth and regulatory compliance. The below chart illustrates the project and the current, estimated capital costs associated with the upgrades.



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Project/Upgrade	Cost
Surface Water Treatment Plant Expansion	\$ 250,000,000
Surface Water US EPA PFAS Regulatory Requirement	+/- 50,000,000
Wastewater Management Facility Expansion	350,000,000
Jeffries Creek Sewer Interceptor Upgrade	45,000,000
Middle Swamp Sewer Interceptor Upgrade	30,000,000
West Palmetto / Timmonsville Sewer Interceptor	20,000,000
Pye Brach Sewer	8,000,000
East Palmetto Sewer Interceptor	50,000,000
South Irby Sewer Interceptor (South of Alligator Road)	?
Police Cabin Pump Station	6,000,000
Four water tanks	20,000,000
30-inch water main extension – Freedom Boulevard to Alligator Road	15,000,000
30-inch water line along I-95 and I-20 and 1-million-gallon tank	2,000,000/mile of pipe + 3,500,000 tank
Construction of new sewer and water in eastern Florence to serve growth	?

There was a discussion regarding infrastructure updates and regulatory compliance among Council and staff. There was also a discussion on the Per-and polyfluoroalkyl substances (PFAS) study.

Mr. Hemingway discussed the Jeffries Creek Sewer Interceptor project. It will take approximately two years for the project to be completed. The estimated cost for the project is \$45 million. Pro tem Jebaily asked if this project has already been funded. Mr. Hemingway responded yes; \$24 million was funded by the state, and the other \$20 million will come from a bond that will take effect later this year. Councilman Braddock inquired if this project will remove all of the sewer out of Jeffries Creek. Mr. Hemingway said no, the interceptor will only move sewer from the west side of town to the wastewater plant. Mr. Hemingway briefly provided an overview for additional projects to include: the East Palmetto Corridor Sanitary Sewer Capacity Upgrade, Surface Water Treatment Plant Expansion, and the Wastewater Management Facility Expansion.

Mr. Hemingway then discussed potential federal funding opportunities. Current funding requests include \$5 million for the Surface Water Treatment Plant Expansion and \$2.75 million for the Surface Water Treatment Plan Expansion. Through the Water Resources Development Act, the city requested \$50 million for the Wastewater Management Facility, \$50 million for the Water Distribution System, and \$70 million for the Sanitary Sewer Collection System. However, the bill is currently written to combine these three projects for a total of \$40 million in funding.

Mr. Hemingway briefly spoke on Impact Fees. The city is working with Willdan Group and First Tryon Financial Advisors to look at potential impact fee development. Impact fees could contribute to an additional \$17 million for the city. Impact fees would not only benefit water and sewer projects, but would also be beneficial for the Police Department, Fire Department, Sanitation Division and Parks, Recreation, and Sports Tourism Department. City staff is aiming to have impact fee development completed by March or April of this year.

[Break: 12:07 – 12:25]



Utilities Department

Mr. Josh Whittington, Utilities Director, spoke on the workforce of the Utilities Department. The Utilities Department is comprised of employees with technical expertise and specialized skills. Mr. Whittington said the City must compete with other government and private sector jobs as well as other geographic locations for employees in this field. Water and Wastewater Operators must obtain certification through the South Carolina Department of Labor, Licensing and Regulation and must have experience to become a competent operator. Additional employees will be needed to address the growth of the City and expansion of the City's utility facilities and systems. Mr. Whittington also proposed the addition of a water quality work group who would work to specifically to address water quality concerns.

Mr. Whittington spoke of the challenge of rising costs, capital expenses, and utility repairs beyond city staff's capability. There are higher upfront costs and the equipment is more specialized and technical and usually requires contractors to repair or program. Emergency repairs also present a challenge because it consumes a lot of the budget and the budget for these types of repairs is small. Emergency repairs include sewer repair, water line repair, lift station repair, pump repair, repair parts, et cetera. Solutions for some of these concerns include on-call contractors, preventative maintenance contracts and capital improvement projects.

Mr. Whittington discussed various specialized equipment needs to include an excavator along with a truck and flatbed to haul the excavator at a cost of \$500,00, a boring machine at a cost of \$200,000 and a sewer vac-truck at a cost of \$575,000. Additional equipment will be needed as the city's utility system grows.

Mr. Whittington spoke on SCADA, a remote monitoring program that can remotely monitor, access, and control offsite locations. This program will assist with monitoring lift stations for failures and overflows, monitoring groundwater production and potential problems, alarming operators for a quick response and monitoring tank levels and water system pressures. There was a discussion regarding remote monitoring programs among Council and staff.

Mr. Whittington spoke on water quality and recent complaints. Most water quality complaints are due to iron in the water. Many of the city's groundwater plants and wells are in need of maintenance and repairs. The East Florence Water Treatment Plant was brought back online out of the operating budget. Four plants are scheduled for renovation utilizing grant funds to include the GE Water Treatment Plant, the River Road Water Treatment Plant, the Pine Street Water Treatment Plant, and the Oakdale Water Treatment Plant. There was a discussion among Council and staff regarding water quality and compliance.

Mr. Whittington provided an overview on Distributions Operations, Wastewater Treatment, and Collections/Stormwater Operations. Considerations going forward include additional crews for valve work and/or leak repairs and special projects, re placement of critical equipment reaching maintenance milestones or at end of life, and maintenance of plants and equipment.

Presentation by First Tryon Financial Advisors

Amy Vitner with First Tryon Financial Advisors gave a presentation on the city's current debt. Ms. Vitner said First Tryon Financial Advisors has worked with the city for many years on capital planning and debt related items and funding for city projects. Ms. Vitner provided an overview on Hospitality Fund, Debt Service Capacity, Water and Sewer Fund, and comparison information relating to similar rated cities



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across the state. The city has a total of \$670 million worth of projects that will take place over a ten-year period.

Currently there are \$22.5 million worth of projects that have been considered to be funded through the Hospitality Fund. These projects include \$8 million for Freedom Florence Football Fields, \$7 million for Pearl Moore Basketball Center expansion, \$1 million for additional tennis courts at the Florence Tennis Center, \$1 million for Levy Park land acquisition, \$2.5 million for a Pickleball Facility, and \$3 million for an Aquatics Center. Out of the \$22.5 million, \$18 million is slotted for debt issuance while the remainder will need to be cash funded or supported by grant funding. Ms. Vitner said overall, the city has healthy coverage in this fund.

Ms. Vitner said the city currently levies 4 mills for the Debt Service Fund. Assuming a Fiscal Year 2024 value of a mill of approximately \$194,000 and 1% annual growth thereafter, the City will build up to 1 mill of capacity by Fiscal Year 2035. This fund has a limited near-term capacity without a millage increase. There was a discussion among Council and staff regarding millage and millage capacity.

Ms. Vitner then discussed the existing Water and Sewer Fund debt. She said out of the \$670 million for projects, the city currently has an outstanding debt balance of approximately \$164 million. As of June 30, 2024, the maximum annual debt service on existing debt is approximately \$14 million. Due to a lot of projects being cash funded, approximately \$555 million is estimated to be debt funded over the next 10 years. To conclude, Ms. Vitner said this fund's capacity for larger near-term projects will be strained without a future rate increase.

There was a discussion regarding the city's debt balance and how it compares to other municipalities among Council and staff.

ADJOURN

Without objection, the January 10, 2025 Retreat Work Session of City Council was adjourned at 1:49p.m.

Dated this 10th day of March 2025.

Casey C. Moore, Municipal Clerk

Lethonia Barnes, Mayor



**REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, FEBRUARY 10, 2025 – 1:00 P.M.
CITY CENTER – COUNCIL CHAMBERS
324 WEST EVANS STREET
FLORENCE, SOUTH CAROLINA**

MEMBERS PRESENT

Mayor Lethonia Barnes, Mayor Pro Tempore George Jebaily, Councilman Chaquez T. McCall, Councilman Bryan A. Braddock, Councilwoman LaShonda NeSmith-Jackson and Councilman J. Lawrence Smith, II

ALSO PRESENT

Mr. Scotty Davis, City Manager; Mr. Ronald Scott, City Attorney; Mr. Benjamin Zeigler, City Attorney; Mrs. Casey Moore, Municipal Clerk; Mr. Clint Moore, Assistant City Manager of Development; Chief Allen Heidler, Florence Police Department; Chief Shannon Tanner, Florence Fire Department; Mr. Michael Hemingway, Director of Utility Planning and Economic Development; Mr. Jerry Dudley, Director of Planning; Mr. Adam Swindler, Director of Public Works; Mrs. Jennifer Krawiec, Director of Human Resources; Mrs. Amanda Pope, Director of Marketing/Communications and Municipal Services; Mr. Joshua Whittington, Director of Utilities; Mrs. Victoria Nash, Director of Parks, Recreation, and Sports Tourism; Mr. Glenn Bodenheimer, Interim Finance Director and Ms. Patrice Rankin, Administrative Coordinator

MEDIA PRESENT

Abby Ann Ramsey with the Post and Courier, Alexis Cooper and Tonya Brown with WPDE News Channel 15 and Taylor Ford with the Florence Morning News were present for the meeting.

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

CALL TO ORDER

Mayor Barnes called the February 10, 2025 Regular meeting of Florence City Council to order at 1:03pm.

INVOCATION

Mayor Barnes gave the invocation for the meeting. The pledge of allegiance to the American Flag followed the invocation and was led by retired United States Navy Chief John Galloway.

APPROVAL OF MINUTES

Councilman Smith made a motion to adopt the minutes of the January 13, 2025 Regular Meeting and Councilman McCall seconded the motion. The minutes were unanimously (6-0) adopted.



APPEARANCES BEFORE COUNCIL

Gloria Jones

Ms. Gloria Jones appeared before Council to speak on several concerns, including the water system and infrastructure provided by the City of Florence. Ms. Jones said that community concerns regarding the water system and infrastructure were already being addressed, so she would focus on other concerns. Mayor Barnes asked Ms. Jones to please refer to the matter that she requested to speak to Council on. Ms. Jones inquired on information regarding community program funding, landlord assistance funding, information regarding City University, and community involvement opportunities. Ms. Jones also spoke in favor of Jazz on Dargan remaining downtown.

Thomas Mitchell

Mr. Thomas Mitchell appeared before Council to speak on concerns with small businesses located downtown. Mr. Mitchell is the owner of Jazz on Dargan and said the establishment has been in its current downtown location for about seven years. He has been in business for over 20 years and has always emphasized that he would like to be a part of revitalizing downtown Florence. Mr. Mitchell said he does not think it is fair that his lease will not be renewed once it expires this year. He is well aware that the owner of the building can do whatever they choose but said that it is only a few residents that are complaining about certain small business downtown. He spoke against the development of residential properties being built next to the downtown entertainment district. Mr. Mitchell asked Council to modify the revitalization and growth of downtown and assist with retaining small minority businesses downtown.

Mayor Barnes congratulated Mr. Mitchell for the success of Jazz of Dargan and commended him for the contributions it has brought to downtown. She said she has researched other options to help Mr. Mitchell but unfortunately, Council is unable to tell property owners what they can do with their properties. Mr. Mitchell said he understands but said that Council is able to make policies to stop certain developments.

Mr. Mitchell inquired on the business to resident ratio for downtown. Mr. Scotty Davis, City Manager, said there are a number of residential units that are slated to be built downtown and about eighty businesses located downtown. Most successful downtowns will have a large residential population. Mr. Davis commended Jazz on Dargan for its contributions to downtown and said that he recently discussed the current situation with Mr. Mitchell. He said one suggestion Mr. Mitchell offered was for the city to change its residential policy and add some soundproofing materials to the buildings downtown. Mr. Davis asked Council to consider deferring Bill No. 2025-08 so that city staff could work with Mr. Mitchell and others to review standards.

Councilman Smith asked Mr. Davis if there was any support that the city could offer to Mr. Mitchell for his business. Mr. Davis provided an overview of support that the city offers to small businesses to include: one-on-one consultation with the Downtown Development office; services relative to design support and marketing; access to Downtown Florence quarterly newsletter; eligibility for \$10,000 façade grant, \$500 sign grant, \$500 design grant, \$30,000 redevelopment grant, and/or \$300 business license credit for first year; eligibility for participation in downtown events and programs; Florence Downtown Development Corporation loan programs; et cetera. Jazz on Dargan has received several of the resources provided by the city.

Mr. Mitchell said he has not had any contact with the Downtown Development office since he was informed that his lease would not be renewed.



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Councilman Smith asked if the city would be able to support Mr. Mitchell with upfit costs if he were to find another location for his business in the downtown area and Mr. Davis responded yes, the resources would still be available if he were to move to another location.

Councilman McCall also commended Mr. Mitchell for the success of Jazz on Dargan. He encouraged Mr. Mitchell to continue to search for a new location and to meet with city staff to discuss resources the city has to offer.

Councilwoman NeSmith-Jackson concurred with Councilman McCall and inquired on how to balance residents and businesses downtown. Mr. Davis said the city has a noise ordinance that goes into effect at 10pm. Council has the authority to change policies, but the current city ordinance designates that quiet hours begin at 10pm.

Mr. Davis said there are currently 132 residential units permitted downtown. Mr. Mitchell expressed his concern with the rapid residential growth downtown. Mayor Barnes said the city cannot stop a business owner from opening a certain business once a property is zoned for a certain use.

Councilman McCall said there is always contention between residents and businesses and this is an issue that other municipalities are dealing with as well. He recommended that the downtown business community start an organization to voice their concerns to the city.

Pro tem Jebaily spoke in favor of residents being located downtown. Councilman Smith thanked Mr. Mitchell for coming to Council with a proposed solution. Councilwoman NeSmith-Jackson concurred with Councilman Smith and spoke in favor of small businesses being located downtown.

ORDINANCES IN POSITION

Bill No. 2024-22 – Second Reading

An Ordinance to amend Article I Chapter 3 of the City of Florence Code of Ordinances to add provisions related to prohibiting ownership or keeping of livestock and wild animals and other matters related thereto.

Mayor Barnes said without objection, this item will be deferred. Without objection, this item will be deferred.

Bill No. 2025-01 – Second Reading

An Ordinance to annex and zone IL the property located at 1228 North Cashua Drive, identified as Florence County Tax Map Number 00122-01-040.

Councilman Braddock made a motion to adopt Bill No. 2025-01 on second reading and Pro tem Jebaily seconded the motion.

Council voted unanimously (6-0) in favor of the motion. Bill No. 2025-01 was adopted.

Bill No. 2025-02 - Second Reading

An Ordinance to rezone from CG to IL a portion of Florence County Tax Map Number 00147-01-023.

Councilman Smith made a motion to adopt Bill No. 2025-02 on second reading and Councilwoman NeSmith-Jackson seconded the motion.



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Council voted unanimously (6-0) in favor of the motion. Bill No. 2025-02 was adopted.

Bill No. 2025-03 - Second Reading

An Ordinance to amend Chapter 4 of the Code of Ordinances of the City of Florence entitled “Buildings, Construction and Related Activities”, to establish Article XV “Vacant and Abandoned Residential, Commercial and Industrial Building Registration.

Mayor Barnes this item will be deferred unless there is objection. There being no objection, this item was deferred.

Bill No. 2025-04 - Second Reading

An Ordinance finding certain dwellings exist that are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents, or other calamities; lack of ventilation, light, or sanitary facilities; or other conditions rendering such dwellings unsafe, unsanitary, or dangerous, and other matters relating thereto including, without limitation, the enforcement of proceedings pertaining dwellings deemed unfit.

Councilman McCall made a motion to adopt Bill No. 2025-04 on second reading and Pro tem Jebaily seconded the motion.

Council voted unanimously (6-0) in favor of the motion. Bill No. 2025-04 was adopted.

INTRODUCTION OF ORDINANCES

Bill No. 2025-05 - First Reading

An Ordinance to annex and zone NC-15 the properties located at 924, 928, and 932 Barclay Drive, identified as Florence County Tax Map Numbers 07212-01-043, 07212- 01-037, and 07212-01-042.

Councilman McCall made a motion to pass Bill No. 2025-05 on first reading and Pro tem Jebaily seconded the motion.

Mr. Jerry Dudley, Planning Director, reported this request involves three properties located in the rear of Vintage Place subdivision. The properties receive continuity to be eligible for annexation at the rear of the property through the land proposed for the Magnolia Farms subdivision. The request is for Neighborhood Conservation-15 which is in agreement with the surrounding properties. In staff’s review, there are road degradation and stormwater issues internal to the Vintage Place subdivision. Supply city services to the three properties would not be efficient and would cause additional road degradation. During the public hearing, a number of residents expressed their concerns with the requests and referenced a 2016 failed attempt to annex Vintage Place subdivision. City staff and Planning Commission does not recommend annexation and zoning.

Pro tem Jebaily spoke against annexing and zoning the properties. He inquired on the number of homes in the subdivision and was informed that there are approximately 200 homes in the Vintage Place subdivision. He suggested city staff meet with the neighborhood to see if the subdivision as a whole is interested in annexing into the city.

Councilman Braddock inquired on if there would be any connectivity between Vintage Place subdivision and the proposed Magnolia Farms subdivision. Mr. Dudley responded no. Councilman Braddock asked for clarification on if the city has three years to provide services once a property has been annexed into the city. Mr. Dudley responded yes. Councilman Braddock asked for clarification on if Council deferred



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or denied the request if the applicant would have to wait one year to apply again. Mr. Dudley said this only applies to a zoning change request.

Council voted unanimously (6-0) against the motion. Bill No. 2025-05 failed.

Bill No. 2025-06 - First Reading

An ordinance to annex and zone CG the property located at Gilbert Drive and Freedom Boulevard, identified as Florence County Tax Map Number 00178-01-244.

Pro tem Jebaily made a motion to pass Bill No. 2025-06 on first reading and Councilman Smith seconded the motion.

Mr. Jerry Dudley, Planning Director, reported this property is adjacent to Freedom Estates on Freedom Boulevard. Freedom estates was annexed as a combination of Residential and Commercial General zoning. The neighborhood has already been constructed and the parcel zoned Commercial General is still vacant. The owner has since acquired a small parcel adjacent to the parcel zoned Commercial General and wish to connect the two. City water service is available to this parcel but sewer service is not and would need to be extended, unless the two parcels are connected. Planning Commission voted unanimously (7-0) to recommend the zoning request.

Councilman McCall inquired on whether the initial parcel was already zoned Commercial General. Mr. Dudley said yes. Councilman McCall asked if the Residential General portion was rezoned or annexed in this way. Mr. Dudley said the property was annexed in with the existing zoning use. Councilman McCall asked what year the property was annexed into the city. Mr. Dudley said it was annexed into the city in 2020 and buffering will be required between commercial and residential zoning districts.

Council voted unanimously (6-0) in favor of the motion. Bill No. 2025-06 was passed on first reading.

Bill No. 2025-07 - First Reading

An ordinance to annex and zone RG-3 the properties located at 1001 Tunbridge Place and 3740 West Lake Drive, identified as Florence County Tax Map Numbers 00751-01-279 & 00751-01-282.

Councilman McCall made a motion to pass Bill No. 2025-07 on first reading and Councilman Braddock seconded the motion.

Mr. Jerry Dudley, Planning Director, said these two parcels are located in the Lake Oakdale area. The applicant initially went to the county to develop these parcels; however, under the county's zoning and setbacks, the properties were considered undevelopable. There are large homes located on smaller parcels in this area and the applicant's plan is to develop similar dwellings on the lots. Under the city's lot averaging rules in the Unified Development Code, it will allow development of the parcels in a similar nature to that of the neighborhood. The proposed zoning is Residential General-2 and city water and sewer are available to both parcels. Planning Commission voted unanimously (7-0) to recommend the zoning request.

Pro tem Jebaily referenced the red outlined parcels on the location map and inquired if this was the size of the parcels. Mr. Dudley responded yes. Pro tem Jebaily inquired on the two front lots and Mr. Dudley said those are two separate lots. There are four lots total and only two are requesting annexation at this time. Pro tem Jebaily asked if it's anticipated for the other two lots to request annexation in the future. Mr. Dudley said the same individual does own one of the additional lots. However, the lots are engulfed in the flood plain and would be undevelopable in the city due to being in a flood way. Pro tem Jebaily



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inquired on the zoning designation for the properties located across the street. Mr. Dudley said the zoning designation is Residential General- 2.

Councilman McCall inquired on whether the property owners are aware that the parcels are located in a flood zone. Mr. Dudley said the owners are aware; however, the two parcels proposed for annexation are located outside of the flood zone. Councilman McCall expressed his concern with the properties being developed and homeowners not being aware that the properties are in a flood zone. Mr. Dudley said a developer would have to follow any storm water regulations and flood plain development regulations. Mr. Dudley reiterated that the two properties proposed for annexation are not located in a flood zone.

Councilman Smith referenced the applicant's petition for annexation and noted that the applicant said he wants to develop three single family residences. Mr. Dudley said that is an error on the applicant's behalf and that the city would only allow two residences under this zoning designation.

Councilwoman NeSmith-Jackson inquired on how far the two parcels are from the flood plain. Mr. Dudley said the lots adjacent to the two parcels are in the flood plain but the two proposed are further up the bank. She concurred with Councilman McCall's concerns with the homeowners not being aware that they are located in a flood plain.

Mr. Scotty Davis, City Manager, asked Mr. Dudley to speak on the difference between flood ways and flood plains, as well as pre-development and post-development drainage. Mr. Dudley said there are different designations within a Flood Hazard Area: the floodway, which is the most restrictive, is the area that is likely to 100% flood and is an undevelopable area; the fringe area or 100-year flood plain has a likely hood of flooding once every 100 years and is developable as long as it meets the requirements of flood plain development; and the 500-year flood plan area has a likely hood of flooding once every 500 years and this area has no Federal Emergency Management Agency (FEMA) regulation or local regulation. In reference to stormwater, the city requires that lots are designed so they do not push water onto neighboring properties and must have a plan to get the water to a storm drain or drainage channel. Councilman McCall asked if there is a staff recommendation for this request. Mr. Dudley said that staff recommends the annexation and zoning request.

Council voted unanimously (6-0) in favor of the motion. Bill No. 2025-07 was passed on first reading.

Bill No. 2025-08 - First Reading

An Ordinance to adopt the updated Downtown Design Standards for the City of Florence.

Mayor Barnes said without objection, this item will be deferred. Without objection, this item will be deferred.

Bill No. 2025-09 - First Reading

An Ordinance to amend the City of Florence Unified Development Ordinance relating to the flood hazard district to maintain compliance with the current Federal Emergency Management Agency (FEMA) regulations and adopt the revised Flood Insurance Rate Map (FIRM).

Pro tem Jebaily made a motion to pass Bill No. 2025-09 on first reading and Councilman McCall seconded the motion.

Mr. Jerry Dudley, Planning Director, said that the Federal Emergency Management Agency (FEMA) reevaluates the flood plain maps within a given jurisdiction every ten years. The Lower Pee Dee Watershed was done in the early 2020s and released the preliminary maps in 2022. The maps then go



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through the public process which include public workshops and an appeals period which went through 2023. City staff attended workshops and discussed the maps with the public. There are very minor map changes within the City of Florence. As part of this process, the city is required to update the new maps to maintain eligibility for city residents to participate in the flood insurance program. Mr. Dudley reviewed the required amendments to the Unified Development Ordinance to include Section 4-12.5.1 Riparian Buffer Requirements B. Boundaries and Specifications; Section 4- 12.6.1 Adoption of Flood Hazard Area Maps; Section 4-12.6.3 Provisions for Flood Hazard Reduction, I. General Standards; and Division 7-25 .2 Definitions (N).

Councilwoman NeSmith-Jackson inquired on the location of the changes on the new maps. Mr. Dudley said the changes are located outside city limits, along Alligator Road and Black Creek. There were no changes within the city limits.

Council voted unanimously (6-0) in favor of the motion. Bill No. 2025-09 was passed on first reading.

Bill No. 2025-10 - First Reading

An Ordinance of the City Council of the City of Florence, South Carolina, imposing a temporary moratorium on final approval of development plans and other approvals relating to properties that contain cemeteries for the purpose of enabling consideration by city council of recommendations relating to amendments to development regulations of the City regarding cemeteries, and further invoking the pending ordinance doctrine with respect to such temporary moratorium in anticipation of such amendments.

Mayor Barnes this item will be discussed in Executive Session unless there is objection. Without objection, this item will be discussed in Executive Session.

INTRODUCTION OF RESOLUTIONS

Resolution No. 2025-04

A Resolution to proclaim February 23 - March 1, 2025 as Montessori Education Week in the City of Florence.

Pro tem Jebaily made a motion to pass Resolution No. 2025-04 and Councilman McCall seconded the motion.

Mayor Barnes presented the Resolution to Ms. Elizabeth Kahn, Director of The Montessori School of Florence. Ms. Kahn thanked Council for the recognition.

Council voted unanimously (6-0) in favor of the motion. Resolution No. 2025-04 was passed.

Resolution No. 2025-05

A Resolution to adopt the Municipal Association of South Carolina 2025 Advocacy Initiatives.

Mayor Barnes said without objection, this item will be discussed in Executive Session. Without objection, this item will be discussed in Executive Session.



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Resolution No. 2025-06

A Resolution authorizing the City Manager of the City of Florence to execute an agreement between the City of Florence and the South Carolina Office of Resiliency.

Councilman McCall made a motion to pass Resolution No. 2025-06 and Councilman Smith seconded the motion.

Mr. Clint Moore, Assistant City Manager of Development, said this is an amendment to the city's contract with the South Carolina Office of Resiliency. This contract is in reference to the Cedar Street and McQueen Street stormwater project, which is currently under construction. The current resolution will increase the award amount for North McQueen by \$1,717,456.30, for a total award amount of \$4,402,790.30 and will increase the award amount for West Cedar Street by \$331,656.23, for a total award amount of \$1,695, 133.23.

Pro tem Jebaily inquired on the total cost of the project and Mr. Moore said the total cost is over \$5 million. Pro tem Jebaily asked if there is already a contractor for the project and Mr. Moore responded yes.

Council voted unanimously (6-0) in favor of the motion. Resolution No. 2025-06 was passed.

Resolution No. 2025-07

A Resolution approving Downtown Redevelopment Grants for Third Quarter, Fiscal Year 2025.

Mayor Barnes said this item will be discussed in Executive Session unless there is objection. Without objection, this item will be discussed in Executive Session.

REPORT TO COUNCIL

Appointments to Boards and Commissions

Mayor Barnes said this item may be discussed in Executive Session. Without objection, this item will be discussed in Executive Session.

CITY MANAGER'S REPORT

Mr. Scotty Davis, City Manager, informed Council that city staff will be conducting smoke testing in several areas off Oakland Avenue, beginning the week of February 24th. Smoke will be placed in the city's sewer system to determine if there are any leaks in the system. City staff will be notifying the public about the smoke testing and the Fire Department will be on standby in the area as well.

Councilman Braddock asked if there are preventative measures that will prevent the smoke from going into residential homes. Mr. Davis said the smoke will not enter any residential homes and it will remain in the city's main line.

Councilwoman NeSmith-Jackson inquired on when smoke testing will occur in the West Florence area. Mr. Davis said the Oakland Avenue area will be completed first and then smoke testing will occur throughout the city.

Pro tem Jebaily asked for clarification on the process of repairing any leaks that are identified. Mr. Davis said once leaks are identified, immediate point repairs can be made. In other areas, a line may need to be



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replaced. City staff and the city's engineering team will work together to determine the best methods for repairs.

Councilman Smith inquired on how often the city conducts smoke testing and when the last test was done. Mr. Davis said the city does smoke testing very infrequently and the last smoke test was done about eighteen years ago. Moving forward, smoke testing will be completed on an as needed basis. Councilman Smith asked if this is the most efficient way for the city to identify leaks and Mr. Davis responded yes.

Councilwoman NeSmith-Jackson asked if there is a requirement for the city to conduct smoke testing. Mr. Davis responded there are no requirements for smoke testing. The city is being proactive and trying to address issues with leaks.

Mr. Davis said City University will start March 17th and end on April 28th. Applications for City University opens today and will run through March 10th. The session is limited to twenty-five participants.

Mr. Davis said the city has experienced nine fires within ten days. He commended the Florence Fire Department for addressing the fires and also acknowledged that the Fire Department recently saved the life of a four-year-old during one of the fires.

Mr. Davis announced that the Public Works Department's Bradford Pear Tree Bounty Program will start on March 1st. 100 trees will be given away and the city has partnered with Duke Energy for additional giveaway throughout the year.

Pro tem Jebaily spoke in favor of the Bradford Pear Tree Bounty Program.

MAYORAL REPORT

Mayor Barnes spoke of the success of the Fireside Chat events in West Florence and North Florence. She thanked Mr. Davis and city staff for their support with Fireside Chats with the Mayor. The schedule for the Fireside Chat events is as follows: February 18th at 6pm at Levy Adult Center; February 21st at 11am at the Leatherman Senior Center; and February 24th at 6pm at the Florence Family YMCA. Additional Fireside Chats will be announced later.

COMMITTEE REPORTS

Business Development Committee, Chaired by Pro tem Jebaily

Pro tem Jebaily said the committee received a presentation from Mr. Don Strickland regarding updates on Pee Dee Regional Transportation Authority (PDRTA).

Community Development Committee, Chaired by Mayor Barnes

Mayor Barnes said the committee discussed the Fireside Chat events and the 5 Point Crime Plan. The committee will be traveling to Augusta, Georgia to learn about their neighborhood revitalization efforts and see how the efforts can be implemented in the City of Florence.



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Finance, Audit and Budget Committee, Chaired by Councilman McCall

Councilman McCall said the committee discussed the wage classification and minimum job requirements for city positions. The committee reviewed the monthly financial reports for December 2024. The city should receive the final audit report any day now.

EXECUTIVE SESSION

Mayor Barnes said Council will be entering into Executive Session to receive legal advice regarding a moratorium, a discussion regarding a proposed Economic Development Project, a discussion regarding appointments to Boards and Commissions, a discussion regarding a contractual matter regarding property located near the City of Florence Sports Complex, a discussion regarding a contractual matter regarding Timrod Park, to receive an updated regarding Project Urban Square, and to receive legal advice regarding South Carolina Senate Bill 244: Tort Reform.

Councilman McCall made a motion to enter into Executive Session and Councilman Smith seconded the motion. Council voted unanimously (6-0) to enter into Executive Session at 2:52pm.

Councilwoman NeSmith-Jackson made a motion to resume open session and Councilman Braddock seconded the motion. The motion carried. Council resumed open session at 4:11pm and took action on the following items:

Bill No. 2025-10 - First Reading

An Ordinance of the City Council of the City of Florence, South Carolina, imposing a temporary moratorium on final approval of development plans and other approvals relating to properties that contain cemeteries for the purpose of enabling consideration by city council of recommendations relating to amendments to development regulations of the City regarding cemeteries, and further invoking the pending ordinance doctrine with respect to such temporary moratorium in anticipation of such amendments

Councilman Braddock made a motion to pass the Bill No. 2025-10 on first reading and Councilwoman NeSmith-Jackson seconded the motion.

Mr. Ben Zeigler, City Attorney, said city staff is working to develop regulations that will protect burials in developments as the city grows. There are some pending developments that have agreed to comply with the regulations that are being considered. The City Manager will be given the authority to exempt those developments from the moratorium. It's anticipated that the moratorium will last until May when the City can take action to amend its development regulations.

Council voted unanimously (6-0) in favor of the motion. Bill No. 2025-10 was passed on first reading.

Resolution No. 2025-05

A Resolution to adopt the Municipal Association of South Carolina 2025 Advocacy Initiatives.

Resolution No. 2025-05 failed due to a lack of a motion.



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Resolution No. 2025-07

A Resolution approving Downtown Redevelopment Grants for Third Quarter, Fiscal Year 2025.

Pro tem Jebaily made a motion to pass Resolution No. 2025-07 and Councilwoman NeSmith-Jackson seconded the motion.

Council voted unanimously (6-0) in favor of the motion. Resolution No. 2025-07 was passed.

Mr. Zeigler introduced an Ordinance for first reading regarding 0.319 acres of property located near the Florence Sports Complex. Mr. Zeigler clarified that this item is coming out of Executive Session and was included on the agenda as an Executive Session item, therefore it's properly included on the action agenda. The Ordinance is entitled:

An Ordinance authorizing the conveyance to Floyd Family Properties, LLC of approximately 0.319 acres more or less incident to the donation of real property by Floyd Family Properties of land on which has been constructed the City of Florence Sports Complex and other matters relating thereto.

Councilwoman NeSmith-Jackson made a motion to pass the Bill on first reading and Councilman Smith seconded the motion.

Mr. Ben Zeigler, City Attorney, this parcel is located near the Florence Sports Complex. This ordinance is to clean up a transaction that was done almost ten years ago involving property that was donated to create the Florence Sports Complex. It was discussed with the parties at the time that when the development and road were complete any unused property would be conveyed back to the donor, Floyd Family Properties.

Council voted unanimously (6-0) in favor of the motion. This Bill was passed on first reading.

Appointments to Boards and Commissions

Mr. Davis presented the packet of appointments to Boards and Commissions to Council.

Civic Center Commission

Councilwoman NeSmith-Jackson deferred her nomination to the Board.

Design Review Board

Councilman McCall deferred his nomination to the Board.

Construction & Maintenance Board of Adjustments and Appeals

Mayor Barnes made a motion to appoint Chris Weatherford to the Construction & Maintenance Board of Adjustments and Appeals in the role of Electrical Contractor and the motion carried unanimously. Mr. Weatherford was appointed to the Construction & Maintenance Board of Adjustments and Appeals for a term to begin immediately and expire on June 30, 2027.

Mayor Barnes made a motion to appoint Demetrius Gooden in the role of Layperson to the Construction & Maintenance Board of Adjustments and Appeals and the motion carried unanimously. Mr. Gooden was



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appointed to the Construction & Maintenance Board of Adjustments and Appeals for a term to begin immediately and expire on June 30, 2025.

Parks and Beautification Commission

Pro tem Jebaily deferred his nomination to the Board.

Veterans Park Committee

Mayor Barnes deferred her nomination to the Board.

ADJOURN

Without objection, the February 10, 2025 Regular meeting of City Council was adjourned at 4:19pm.

Dated this 10th day of March 2025.

Casey C. Moore, Municipal Clerk

Lethonia Barnes, Mayor

FLORENCE CITY COUNCIL MEETING

DATE: March 10, 2025
AGENDA ITEM: Ordinance
DEPARTMENT/DIVISION: Police Department

I. ISSUE UNDER CONSIDERATION:

Amending Ordinance No. 2024-22 which was presented at the City Council meeting on November 18, 2024. Ordinance No. 2024-22 added provisions to the City Code related to prohibiting ownership or keeping of livestock, wild, or feral animals in Section 3-7.1 and deleted the current definition of “Wild animal” in Section 3-2.

The proposed amendments include: 1) addition of a definition of “Wild animal” in Exhibit B, 2) removal of the word “Feral” in the Ordinance, 3) provision of Unified Development Ordinance exceptions and 4) alteration of the impoundment and euthanization processes by the addition of a reasonableness standard to be applied on a case-by case basis in order to provide law enforcement better direction on how to handle certain situations.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. Ordinance No. 2024-22 deleted the definition of “Wild animals”.
2. Ordinance No. 2024-22 prohibits a broad range of potentially dangerous animals and provides an all-encompassing definition of “Wild animal”.
3. Ordinance No. 2024-22 provides law enforcement the ability to seize, impound, or humanely euthanize animals while the trial is pending and the proposed amendments will provide better clarity on the proper action law enforcement should take.
4. This item is under consideration for second and final reading.

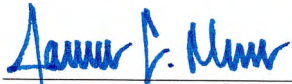
III. POINTS TO CONSIDER:

1. City staff had an issue with using the word “Feral” in the ordinance and felt that “Wild animal” was sufficient. The new definition of “Wild animal” is extensive enough to encompass all of the animals that Ordinance No. 2024-22 does not specifically list but is intended to prohibit.
2. Applying a reasonableness standard on a case-by-case basis will allow law enforcement to take into consideration a number of factors when determining if impoundment or euthanization is the proper avenue to take under the circumstances. Such factors include: 1) the degree of aggression such animal exhibits, 2) the level of threat the animal poses to the community, 3) the ability of law enforcement to transport such animal to another location safely, and 4) the animal owner’s willingness to relocate with such animal outside the City limits.
3. This Ordinance does not apply to dogs or cats.
4. The following amendments have been made to the ordinance:
 - a. Updates regarding the genus and species of specific animals listed within this ordinance.
 - b. The addition of language that is contained within 2025-2026 South Carolina Bill No. 3937 regarding venomous reptiles introduced in February and is currently in House Committee on Agriculture, Natural Resources, and Environmental Affairs.

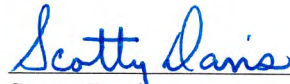
- c. The addition of language clarifying the ability for persons or entities that are exempt by this ordinance to transport such animals within and through the municipal limits of the City of Florence.

IV. ATTACHMENTS:

1. Ordinance



Clint Moore
Assistant City Manager



Scotty Davis
City Manager

ORDINANCE NO. 2025 - _____

AN ORDINANCE TO AMEND ARTICLE I CHAPTER 3 OF THE CITY CODE OF THE CITY OF FLORENCE TO ADD PROVISIONS RELATED TO PROHIBITING OWNERSHIP OR KEEPING OF LIVESTOCK AND WILD ANIMALS AND OTHER MATTERS RELATED THERETO.

WITNESSETH:

WHEREAS, the City of Florence; South Carolina (the “City”) seeks to protect its residents from the harmful ramifications associated with the ownership and keeping of livestock, wild, and dangerous animals;

WHEREAS, the ownership and keeping of livestock, wild, and dangerous animals present foreseeable risks and potential safety hazards within the City; and

WHEREAS, the City Council of the City (“the City Council”) desires to regulate ownership or keeping of livestock, wild, and dangerous animals within the City by adding to the Code of Ordinances within the City (“the Code”) provisions related thereto;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City in meeting duly assembled that:

- a. There is added to Article I Chapter 3 of the Code a Section 3-7.1 entitled “Prohibited Ownership or Keeping of Livestock and Wild Animals,” such section being set forth in the attached Exhibit A.
- b. The definitions of “Feral animal” and “Wild animals” in Section 3-2 of the Code are deleted.
- c. A new definition of “Wild animal” is added to Section 3-2 of the Code, such provision being set forth in the attached Exhibit B.
- c. This Ordinance shall become effective upon its approval and adoption by the City Council of the City.

ADOPTED this __ day of _____, 2025

Approved as to form:

CITY ATTORNEY

LETHONIA BARNES
MAYOR

ATTEST:

CASEY MOORE

EXHIBIT A

Section 3-7.1 Prohibited Ownership or Keeping of Livestock and Wild Animals

1) The purpose of this ordinance is to ensure the safety, health, and welfare of the citizens of Florence by regulating and prohibiting the ownership and keeping of livestock and wild animals within the City.

Except as allowed in Article 2, Division I-2.8 of the Unified Development Ordinance

2) It shall be unlawful for any person to keep, maintain, or possess within the City any live livestock, including but not limited to the following:

- a) Any Porcine animal, including without limitation swine, pigs, and hogs;
- b) Any Equine animal, including without limitation horses, ponies, mules, and donkeys;
- c) Any Bovine animal, including without limitation cows, buffalo, bulls, calves, sheep, goats, rams, and lambs;
- d) Any Camelid animal, including without limitation camels, llamas, and alpacas.

3) It shall be unlawful for any person to have, keep, maintain, or possess within the City any wild animal, including but not limited to:

- a) Baboons, chimpanzees, gorillas, orangutans, or other non-human primates over 15 pounds;
- b) Bears, cheetahs, leopards, lions, tigers, jaguars, pumas, servals or other large cats;
- c) Wolves, coyotes, foxes, or any hybrid of these species with domestic dogs where the proportion of wild animals exceeds one-eighth;
- d) Raccoons, hyenas, badgers, wolverines, skunks, weasels (not to include ferrets);
- e) Porcupines;
- f) Piranhas;
- g) Nondomestic members of the Family Felidae;
- h) Bats;
- i) Rodents greater than 5 pounds;
- j) Members of the Family Cervidae.

Except as allowed in Article 2, Division 1-2.8 of the Unified Development Ordinance

4) It shall be unlawful for any person to have, keep, maintain, or possess within the City any venomous reptile, constrictor, and crocodilian, including but not limited to the following:

- a) Crocodilians of the Family Crocodylidae, including genus *Crocodylus*, *Mecistops*, and *Osteolaemus*;
- b) Crocodilians of the Family Alligatoridae, including genus *Alligator* and *Caimen*;
- c) Crocodilians of the Family Gavialidae, including genus *Gharial* (*Gaviali*) and *False Gharial* (*Tomistoma*);
- d) Snakes of the Family Atractaspidae, including genus *Atractaspis*;

- e) Snakes of the family Colubridae, including genus *Dispholidus typus*, *Rhabdophis*, and *Thelotornis*;
- f) Snakes of the family Elapidae;
- g) Snakes of the family Hydrophiidae;
- h) Snakes of the family Viperidae;
- i) Large constrictor snakes, including Reticulated Python (*Python reticulatus*), Burmese Python (*Python molurus*), African Rock Python (*Python sebae*), Amethystine Python (*Morelia amethystina*), and Green Anaconda (*Eunectes murinus*), or any of their subspecies or hybrids;
- j) Venomous reptiles belonging to the family Crotalidae;
- k) Reptiles in the family Colubridae, including genus *Blanaophis*, *Macropisthodon*, *Boiga*, and *Thrasops* and reptiles in the genus *Heloderma*;
- l) Reptiles in the family Atractaspididae;
- m) Turtles of the family Cheloniidae, including genus *Caretta*, *Lepidochelys*, *Chelonia*, and *Dermochelys*;

4) It shall be unlawful for any person to keep, maintain, or possess within the City any large birds or waterfowl, including but not limited to the following:

- n) Ostriches;
- o) Emus;
- p) Rheas;
- q) Cassowaries;
- r) Peafowl;
- s) Swans;
- t) Geese;
- u) Ducks;
- v) Herons;
- w) Cranes;
- x) Roosters;
- y) Penguins.

5) The following persons and entities may be exempt from the prohibitions outlined in subsections 2, 3, and 4, provided such entities are licensed by the City and all other applicable governmental or regulatory bodies, and provide to the satisfaction of the City evidence of appropriate containment and supervision:

- a) Zoos;
- b) Circuses or traveling attractions;
- c) Wildlife rehabilitation centers, including without limitation veterinarian, animal medical centers, and humane societies;
- d) Educational institutions;
- e) Licensed research facilities;

- f) Pet stores and agricultural supply stores, provided that the keeping and sale of any wild animals listed in subsection (3) above must be expressly approved by the City.

6) Animals prohibited under this section and transported into the City limits solely for veterinary purposes shall be exempted from complying with this section for the duration of the trip provided that:

- a) Such animal is under the control of its owner or a licensed veterinarian or veterinarian assistant at all times;
- b) Such animal owner receives prior documented approval from a licensed veterinarian before the visit;
- c) Such animal owner travels directly to the veterinarian office from its residence, located outside the City limits, without making a detour or additional stops;
- d) Such animal owner returns immediately to its residence upon exiting the veterinarian office.

6) Any person found in violation of this ordinance shall be subject to fines, penalties, or both, as prescribed in Section 1-7 of the Code. Each day of violation constitutes a separate offense.

7) If a law enforcement agent or animal control officer has probable cause to believe that any of the aforementioned animals are being harbored or housed in violation of this section, the agent or officer may seize, impound, or humanely euthanize the animal while the trial is pending. A reasonableness standard shall be applied on a case-by-case basis by such agent or officer in determining if impoundment or euthanization is appropriate under the circumstances. Factors to take into account include, but are not limited to, the level of aggression such animal exhibits, the level of threat such animal poses to the community, the ability of an agent or officer to transport such animal to another location safely, and such animal owner's willingness to relocate and establish new residence with such animal outside the City limits. If an agent or officer determines that euthanization is appropriate under the circumstances, any such euthanization may only be by order of the municipal court after not less than 5 days written notice to the owner of the animal in question, if any, to appear and contest such proposed euthanization. If said owner does not appear to contest such proposed euthanization, or if the owner appears and the municipal court orders such euthanization, such euthanization may proceed subject to the owner's right of appeal pursuant to Section 6-11 of this Code.

8) The provisions of this Section 3-7.1 shall be in addition to and not in lieu of Section 3-11 of this Code.

EXHIBIT B

Wild animal:

- 1) Any animal of wild nature or exotic disposition, including but not limited to:
 - a) Animals ill-suited to captivity;
 - b) Animals commonly known to be involved in poaching or smuggling operations;
 - c) Animals known, or suspected, of becoming an invasive species in the United States if such animals are released or escape captivity;
- 2) Any animal which is capable of inflicting serious injury upon, or poses a significant risk of injury to humans and has a known propensity as a species to do so;
- 3) This definition shall not apply to dogs (*Canis lupus familiaris*), cats (*Felis catus*), and other common household pets that pose minimal to no threat to humans or to the well-being of the City.

FLORENCE CITY COUNCIL MEETING

DATE: March 10, 2025

AGENDA ITEM: An Ordinance to amend Chapter 4 of the Code of Ordinances of the City of Florence entitled “Buildings, Construction and related activities”, to establish Article XV. “Vacant and Abandoned Residential, Commercial and Industrial building registration”.

DEPARTMENT/DIVISION: Department of Planning, Research, and Development

I. ISSUE UNDER CONSIDERATION:

II. An Ordinance to amend Chapter 4 of the Code of Ordinances of the City of Florence entitled “Buildings, Construction and related activities”, to establish Article XV. “Vacant and Abandoned Residential, Commercial and Industrial building registration”.

III. CURRENT STATUS/PREVIOUS ACTION TAKEN:

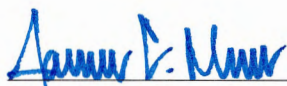
1. City Council voted to approve the ordinance as amended during first reading.
2. This ordinance is being considered for second reading.

III. POINTS TO CONSIDER:

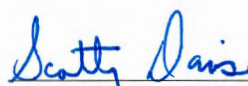
1. As established within multiple sections of the City of Florence Comprehensive Plan, stabilization and reinvestment within our neighborhoods and commercial areas is a key initiative in making Florence more attractive for new investments and protecting the community for our residents.
2. This ordinance will require owners to register vacant and abandoned buildings within municipal limits where the owner is not pursuing stabilization, renovation, rehabilitation, or marketing the sale of the property.
3. It is the purpose of this code to establish procedures for identification and registration of vacant and/or abandoned residential, commercial and industrial buildings; determining the responsibilities of owners of vacant and/or abandoned residential, commercial and industrial buildings; and providing for administration, enforcement, and penalties.
4. The following amendments were made to the ordinance:
 - a. Buildings that are designated as Category II will be added as exceptions and are not required to register.
 - b. The addition of separate fees for commercial and industrial buildings.
 - c. Amending the effective date to January 1st, 2026

IV. ATTACHMENTS:

1. Proposed Ordinance



Clint Moore
Assistant City Manager



Scotty Davis
City Manager

ORDINANCE NO. 2025 - _____

AN ORDINANCE TO AMEND CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF FLORENCE ENTITLED “BUILDINGS, CONSTRUCTION AND RELATED ACTIVITIES”, TO ESTABLISH ARTICLE XV. “VACANT AND ABANDONED RESIDENTIAL, COMMERCIAL AND INDUSTRIAL BUILDING REGISTRATION”.

WITNESETH

WHEREAS, the City of Florence is committed in advancing its efforts, as recommended within the Comprehensive Plan, to ensure the health, safety, and welfare of the residents of the City of Florence; and

WHEREAS, the City of Florence will establish a registration for all vacant and abandoned buildings, including residential, commercial, and industrial; and

WHEREAS, the City of Florence has the unique role to make Florence more attractive for investment and must first undertake efforts to stabilize and improve the integrity of our neighborhoods and commercial areas; and

WHEREAS, this ordinance will provide the City the authority to assist in the remedy of vacant and abandoned buildings that are impacting the community; and

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Florence in meeting duly assembled that:

- a. City Code Sections 4-970 through 4-982 of Chapter 4, Article VIII, are hereby adopted and such language prescribed on Exhibit A attached hereto is hereby incorporated into said section in form thereof.
- b. This Ordinance shall become effective upon its approval and adoption by the City Council of the City of Florence.

ADOPTED this ____ day of _____, 2025

Approved as to form:

CITY ATTORNEY

LETHONIA BARNES
MAYOR

ATTEST:

CASEY MOORE
MUNICIPAL CLERK

EXHIBIT A

Article XV. Vacant and Abandoned Residential, Commercial and Industrial Building Registration

Sec. 4-970. - Definitions.

It is the purpose of the provisions of this code to establish procedures for identification and registration of vacant and/or abandoned residential, commercial and industrial buildings; determining the responsibilities of owners of vacant and/or abandoned residential, commercial and industrial buildings; and providing for administration, enforcement, and penalties.

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

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

Multifamily building: means a building that includes three or more dwelling units, which is not designed as townhomes or multiplex buildings. Multifamily also means two or more residential units that are located on the upper floors of a mixed-use building. For the purposes of this article a multifamily building shall follow the requirements of a commercial building.

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

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

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

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

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

Residential building: means a building that is established for residential occupancy. For purposes of this article, the term "residential building" may be a single-family detached dwelling unit(s), single-family attached dwelling unit(s), duplex, townhouse, and multi-unit structures used for residential purposes.

Secure: a building or portion of a building is closed or locked for entry by normal means other than boarding.

Unoccupied: A building which is not being used for legal occupancy.

Vacant Building: Any residential, commercial or industrial structure built for occupancy of residential, commercial or industrial uses that is unoccupied for more than sixty (60) days, are not being actively managed for lease or sale, and have active code violations.

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

Sec.4-971. - Vacant and Abandoned Building Categorical Classification Standards.

The following classification standards apply to a building or a portion of a building, and include but are not limited to the following:

1. Category I. No current code violations on the structure or the premises.
 - a) The building is secure, not boarded.
 - b) The building is structurally sound with no code violations.
 - c) The premises is maintained in compliance with Section 4, Article VIII. Property Maintenance Code of the City of Florence.
2. Category II. Minimal code violations.
 - a) The building is secure and boarded in compliance with Section 4, Article VIII. Property Maintenance Code of the City of Florence.
 - b) The building is structurally sound with minor code violations.
3. Category III. Severe code violations.
 - a) The building is harboring feces of bats, rodents, birds, or other vermin such as but not limited to droppings, parasites, fungus, harmful bacteria, unsanitary conditions and hazardous odors detrimental to the life, health and safety of the public.
 - b) Structural deficiencies are evident.
 - c) History of criminal activity.
 - d) Illegally occupied.

Sec.4-972. – Registration of vacant and/or abandoned residential, commercial and industrial buildings.

1. Except as provided in Section 4-972(2) below, all vacant and abandoned buildings shall be registered with the Code Enforcement Department within forty-five (45) days of becoming vacant as defined in Section 4-970 of this ordinance. Registration is valid for twelve (12) months and must be renewed annually from date the building became vacant.
2. Buildings are exempt from registration upon notification that one or more of the items below are applicable to the property:
 - a. Buildings that are actively being marketed for sale or rent. Must be maintained to minimum code for the duration on the market. The property shall be listed on a multiple listing service (MLS) information, an equivalent service provider similar to the MLS or published advertisements offering the property on the market up to one (1) year, longer by appeal to the City Manager or it's appointee;
 - b. Buildings that are actively being renovated and have an active building permit with the City of Florence.

- c. Buildings that serve as a primary residence in which the owner is away for an extended period of time for work, vacation, military or medical reason. Building and property must be maintained to minimum code;
 - d. Buildings that fall under the classification of Category I and Category II, as defined within Section 4-971 of this code.
 - e. Government owned buildings; and/or
 - f. Buildings that are structurally deficient that have been ordered by the city to be demolished and removed, in which the owner has provided consent to the city to demolish, and the city has accepted the consent. Liens are to be placed against the property to cover the cost of demolition pursuant to Section 4, Article 1 of the City of Florence Code of Ordinances.
3. If the building is vacant and abandoned at the expiration of any registration period, the owner shall re-register such building and pay the applicable annual registration.
4. The owner registering a vacant and abandoned building shall supply the following information on an authorized form provided by the Code Enforcement Department:
 - a. Name, address, and telephone number of the owner;
 - b. Name, address and telephone number of any responsible party, if applicable;
 - c. Name, address and telephone number of any local agent or representative of the owner, required if the owner's residence or business address is more than forty-five (45) miles from vacant building;
 - d. Name, address and telephone number of all persons with any legal interest in the property, building or premises including mortgagees and successors in interest;
 - e. Legal description and tax parcel identification number of the premises on which the building is situated;
 - f. The common address of the building;
 - g. Date on which the building became vacant along with any supporting documentation; and
 - h. Vacant building plan in accordance with Section 4-973.
5. Following the registration of the vacant and abandoned building, the City of Florence Building Department representative and/or other authorized representative(s) shall conduct a complete inspection of the property and premises to determine any code violations or nuisances and report such findings to the Code Enforcement Division in order to verify the vacant building category.
 - a. A status report will be provided to the owner of the building with the findings and current condition of the property.
 - b. It will include any found violations and assign a category to the building.
6. All vacant and abandoned buildings must remain secure and/or boarded in accordance with Section 4, Article 1 of the City of Florence Code of Ordinances as adopted and amended by the City of Florence City Council. Notwithstanding any provision of this code it shall be unlawful for any person to cover the window or door openings of any building with any material other than materials conforming with the provisions of the latest edition of the International Building Code, Property Maintenance Code and related codes as approved and amended by the South Carolina Building Codes Council without first obtaining a City of Florence building permit and/or approval from the City of Florence Design Review Board for buildings located within the designated Overlay Districts.

7. Owner shall post "No Trespass" placards on the premises.
8. Vacant and abandoned building owners must designate a responsible local representative ("agent") if their place of residence or business is more than forty-five (45) miles from the vacant building. The responsible local representative shall act as agent for the property owner for purposes of accepting legal service; however, the vacant building owner remains personally liable in criminal prosecutions for code violations. The responsible local representative must be available at the number listed at all times in the event of an emergency.
1. **Sec. 4-973. – Vacant and Abandoned Building Plan.** When a building is registered as required by this article, the owner shall submit, or cause to be submitted, for approval a vacant building plan. The plan shall contain the following:
 - a. The reasonably expected period of vacancy;
 - b. A plan to make the building ready for occupancy with sufficient detail regarding the proposed repair and/or rehabilitation of the building to enable the City of Florence authorized representative(s) to determine the adequacy of such plan;
 - c. A notarized letter of written consent by the owner allowing city officials to enter and inspect the premises for the period in which the vacant building plan is in effect;
 - d. For buildings or structures which are identified as being or containing public nuisances, then the vacant building plan shall contain a plan of action to remedy such public nuisances;
 - e. For each required plan, a time schedule shall be submitted identifying a date of commencement of repair and/or rehabilitation and schedule for completion of repair and/or rehabilitation for each building or structure identified nuisance;
 - f. When the owner proposes to occupy, sell, lease or demolish the vacant building, then the owner shall submit a plan and time schedule for such action; and
 - g. A plan of action to secure, monitor and maintain the building and premises thereof in conformance with the provisions of this section.
2. If the property is subject to a vacant and abandoned building plan and the plan has been properly approved by city officials, the transferee is subject to the terms of the vacant building plan. The transferee may apply to the city to be released from the requirements of the vacant and abandoned building plan.
3. Donation of the premises to the jurisdiction. In the event the owner elects to donate the premises in lieu of the Vacant and Abandoned Building Plan, such donation may be made to the jurisdiction upon review and approval by the City Manager. The City of Florence shall obtain ownership and clear title to the property within 90 days, unless otherwise directed by the City Manager, or the Codes Enforcement Officer shall proceed with the action outlined within Section 4-975 of this ordinance.

Sec. 4-974. – Vacant and Abandoned Building Fees.

1. Annual registration fees are based on the number of years that a building has been vacant (after the effective date of this section). All fees are due at the time of registration or renewal. The fees are as follows for all-residential structures:
 - a. Initial registration: \$250.
 - b. First annual renewal: \$500.
 - c. Second annual renewal: \$750.
 - d. Third annual renewal: \$1,000.
 - e. Each year thereafter: \$1,250.

For commercial and industrial structures the fees are as follows:

- a. Initial registration: \$500
 - b. First annual renewal: \$1,000
 - c. Second annual renewal: \$2,000
 - d. Third annual renewal: \$3,000
 - e. Each year thereafter: \$4,000
2. An annual compliance inspection fee of fifty dollars (\$50) is required on all vacant and abandoned buildings. The fee shall be paid at the time of registration.
 3. Upon determination of a vacant and abandoned building that hasn't been registered in accordance with this section, additional penalties may apply in addition to the fees due at time of registration or renewal in accordance to Section 4-975.
 4. Delinquent registration fees shall be applied as a lien. After the owner is given notice of the amount of the registration fee due, except for those owners that have properly applied for an appeal pursuant to Section 4-978, and the owner fails to pay the amount due, said amount shall constitute a debt due and owing to the city, and the city may commence a civil action to collect the unpaid debt.
 5. If a vacant and abandoned building becomes occupied within sixty (60) days following an annual registration date and remains occupied for at least six (6) months, the owner of the vacant and abandoned building can appeal to have the most recent annual registration fee refunded. This excludes any fees from penalties, initial registration, or compliance inspections.

Sec. 4-975. - Enforcement and penalties.

1. Upon determination that a vacant and abandoned building owner has failed to register or update information in accordance with this section, an administrative penalty of five hundred dollars (\$500) in addition to the registration fee will be assessed if not in compliance within thirty (30) days after notice.
2. Failure by the owner to submit a vacant and abandoned building plan or comply with a vacant and abandoned building plan that has been approved by the city under this section or pay the fees as required under this section is a violation of the code and may be remedied by any of the following:
 - a. An administrative penalty of five hundred dollars (\$500); or
 - b. Acquisition of the property by eminent domain in accordance with state law.

Sec. 4-976. – Notice and Method of Service.

1. Any notice called for in this ordinance shall be in accordance with Section 107.2 of the IPMC, which provides as follows:
 - a. Be in writing.
 - b. Include a description of the real estate sufficient for identification.
 - c. Include a statement of the violation or violations and why the notice is being issued.
 - d. Include a correction order allowing a reasonable time to make repairs and improvements required to bring the unit into compliance.
 - e. Inform the property owner or responsible representative of the right to appeal.
2. Method of service of any notice shall be in accordance with Section 107.3 of the IPMC, which provides as follows:
 - a. Delivered personally; or
 - b. Sent by certified or first-class mail addressed to the last known address; or

- c. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

Sec. 4-977. – Appeal.

1. Any person directly affected by a decision or notice issued under this article shall have the right to appeal to the Construction Maintenance Board of Adjustment and Appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice, or order was served. The time to appeal shall be extended for ten (10) days if an informal conference with the Codes Enforcement official has been requested and scheduled within the initial twenty (20) day period.
2. An application for the appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or the requirements of this Code are adequately satisfied by other means.
3. The membership, term of members, quorum, appeal procedure, and decisions of the Construction Maintenance Board of Adjustment and Appeals shall be in accordance with Chapter 4, Article 2 of the City of Florence Code of Ordinances.
4. The Codes Enforcement officer shall provide notice of the final decision within five (5) days of the date of the decision.
5. In the event the determination by the Codes Enforcement officer that the structure is vacant and/or abandoned or any part thereof is upheld on appeal, the Construction Maintenance Board of Adjustment and Appeals shall provide the owner a determined amount of time to cure the violation.
6. In the event the owner fails to cure after losing the appeal, the public officer shall proceed with the actions outlined within Section 4-976 of this section.

Sec. 4-978. – Criminal Penalties.

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

Sec. 4-979. – Release of liability of responsible representative.

In the event the responsible representative has exercised due diligence in performance if its responsibilities under this ordinance, but the property owner is not cooperating, the responsible representative may resign as the responsible representative of said owner and provide notice to the owner and City of Florence. The notice of resignation must confirm the current contact information of the owner. The responsible representative should consequently not have any violations assigned to the properties he or she represents. The responsible representative shall be precluded from representing said owner for a period of six (6) months. The City of Florence shall recognize this action and find the responsible representative was diligent and took reasonable steps to perform its duties under this ordinance.

Sec. 4-980. - Severability.

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

Sec. 4-981. - Existing rights unaffected.

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

Sec. 4-982. - Effective date.

The provisions of this section shall become effective ~~July 1st, 2025~~ January 1st, 2026.

Sec. 4-983 – 4-999. Reserved

FLORENCE CITY COUNCIL MEETING

DATE: February 10, 2025

AGENDA ITEM: An Ordinance to annex and zone Commercial General (CG) the lot located at the intersection of Gilbert Drive and Freedom Boulevard, TMN 00178-01-244.

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

Request to annex the lot located at the intersection of Gilbert Drive and Freedom Boulevard, with Tax Map Number 00178-01-244, into the City of Florence and assign it the zoning designation of Commercial General (CG). The request is being made by the property owner.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

On January 14, 2025, the City of Florence Planning Commission held a public hearing on this matter, and voted unanimously, 7-0, to recommend the zoning designation of Commercial General (CG).

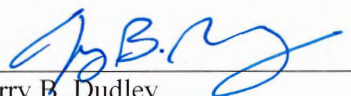
III. POINTS TO CONSIDER:

- (1) The parcel is immediately adjacent to commercially zoned property also owned by the developers of the Freedom Estates subdivision.
- (2) City water service is available along Freedom Boulevard; however, City sewer service is not available and will be extended by the developer.
- (3) A Public Hearing for zoning was held at the January 14, 2025 Planning Commission meeting.
- (4) City staff recommends annexation and concurs with Planning Commission's recommendation to approve the request to zone the property Commercial General (CG).

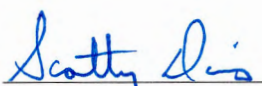
IV. PERSONAL NOTES:

V. ATTACHMENTS:

- (1) Ordinance
- (2) Vicinity Map
- (3) Annexation Petition



Jerry B. Dudley
Planning Director



Scotty Davis
City Manager

ORDINANCE NO. 2025 - _____

AN ORDINANCE TO ANNEX AND ZONE COMMERCIAL GENERAL (CG) THE PARCEL AT GILBERT DRIVE AND FREEDOM BOULEVARD, TMN 00178-01-244.

WHEREAS, a Public Hearing was held in the Council Chambers on January 14, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

WHEREAS, application by Palmetto Corporation of Conway, owner of TMN 00178-01-244, was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be incorporated into the City limits of the City of Florence under the provisions of Section 5-3-150(3) of the 1976 Code of Laws of South Carolina and given the zoning district classification of CG:

The property requesting annexation is shown more specifically on Florence County Tax Map 00178, block 01, parcel 244 (0.648692 acre).

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

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

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

- 1. That an Ordinance is hereby adopted annexing into the City Limits of the City of Florence the aforesaid property and amending the Zoning Atlas to the aforesaid zoning classifications.**
- 2. That this Ordinance shall become effective in 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 _____, 2025

Approved as to form:

Benjamin T. Zeigler,
City Attorney

Lethonia Barnes,
Mayor

Attest:



Casey C. Moore,
Municipal Clerk

PC 2025-04

Vicinity Map - Gilbert Drive at Freedom Boulevard

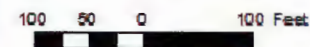


Legend

-  City Limits
-  Parcels
-  Proposed Parcel



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



Dr. No: 12/27/2024

STATE OF SOUTH CAROLINA)

PETITION FOR ANNEXATION

COUNTY OF FLORENCE)

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

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

1. The petitioners are the sole owner(s) of real estate in the County of Florence, State of South Carolina which property lies adjacent and contiguous to the corporate limits of the City of Florence.

2. That the petitioner(s) desires to annex the property more particularly described below:

Florence County Tax Map Number: 00178-01-244

3. Annexation is being sought for the following purposes: To combine with previously annexed, adjacent property.

4. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

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

Total Residents	<u>0</u>	Race	<u>0</u>
Total 18 and Over	<u>0</u>	Total Registered to Vote	<u>0</u>

APPLICANT (S) (Please print or type):

Name(s): Shawn Godwin, Palmetto Corp of Conway

Address: PO Box 346, Conway SC 29528

Telephone Numbers: 843-458-6748 [work] [home]

Email Address: wkennard@palmettocorp.com

Signature [Signature] Date 12/11/24

Certification as to ownership on the date of petition	FOR OFFICAL USE ONLY
Date <u>12/11/24</u>	<u>[Signature]</u>

FLORENCE CITY COUNCIL MEETING

DATE: February 10, 2025

AGENDA ITEM: An Ordinance to annex and zone General Residential-2 (RG-2) the lots located at 1001 Tunbridge Place and 3740 West Lake Drive, TMNs 00751-01-279 and 00751-01-282.

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

Request to annex the lots located at 1001 Tunbridge Place and 3740 West Lake Drive, with Tax Map Numbers 00751-01-279 and 00751-01-282, into the City of Florence and assign them the zoning designation of General Residential-2 (RG-2). The request is being made by the property owner.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

On January 14, 2025, the City of Florence Planning Commission held a public hearing on this matter, and voted unanimously, 7-0, to recommend the zoning designation of General Residential-2 (RG-2).

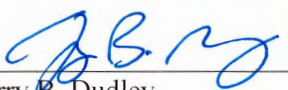
III. POINTS TO CONSIDER:

- (1) City water and sewer services are currently available, with no cost to extend utilities.
- (2) A Public Hearing for zoning was held at the January 14, 2025 Planning Commission meeting.
- (3) The applicant is proposing a single-family detached home to be constructed on each lot. The City of Florence Unified Development Ordinance allows for construction of the two homes similar to the existing built environment. This is the applicant's primary purpose for annexation.
- (4) City staff recommends annexation and concurs with Planning Commission's recommendation to approve the request to zone the properties General Residential-2 (RG-2).

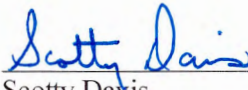
IV. PERSONAL NOTES:

V. ATTACHMENTS:

- (1) Ordinance
- (2) Vicinity Map
- (3) Annexation Petition



Jerry B. Dudley
Planning Director



Scotty Davis
City Manager

ORDINANCE NO. 2025 - _____

AN ORDINANCE TO ANNEX AND ZONE GENERAL RESIDENTIAL -2 (RG-2) THE LOTS AT 1001 TUNBRIDGE PLACE AND 3740 WEST LAKE DRIVE, TMNs 00751-01-279 AND 00751-01-282.

WHEREAS, a Public Hearing was held in the Council Chambers on January 14, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

WHEREAS, application by Tri Point Properties LLC, owner of TMNs 00751-01-279 and 00751-01-282, was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be incorporated into the City limits of the City of Florence under the provisions of Section 5-3-150(3) of the 1976 Code of Laws of South Carolina and given the zoning district classification of RG-2:

The properties requesting annexation are shown more specifically on Florence County Tax Map 00751, block 01, parcel 279 (0.144629 acre) and Tax Map 00751, block 01, parcel 282 (0.173579 acre).

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

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

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

- 1. That an Ordinance is hereby adopted annexing into the City Limits of the City of Florence the aforesaid property and amending the Zoning Atlas to the aforesaid zoning classifications.**
- 2. That this Ordinance shall become effective in 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 _____, 2025

Approved as to form:

Benjamin T. Zeigler,
City Attorney

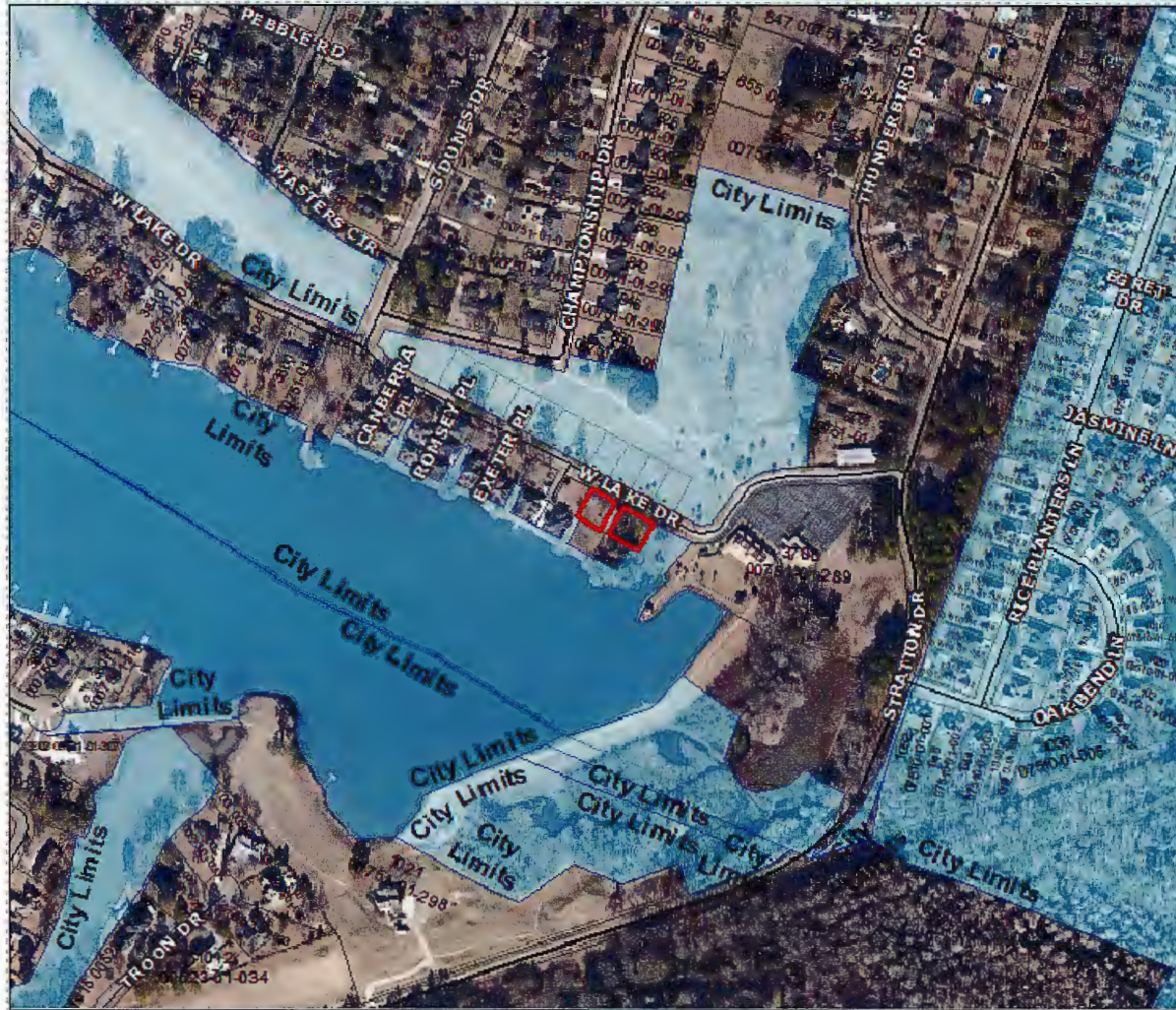
Lethonia Barnes,
Mayor

Attest:




Casey C. Moore,
Municipal Clerk

PC 2025-05

Vicinity Map - 1001 Tunbridge Place & 3740 West Lake Drive

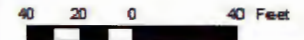


Legend

-  City Limits
-  Parcels
-  Proposed Parcel



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



Date: 1/22/2024

STATE OF SOUTH CAROLINA)

PETITION FOR ANNEXATION

COUNTY OF FLORENCE)

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

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

- 1. The petitioners are the sole owner(s) of real estate in the County of Florence, State of South Carolina which property lies adjacent and contiguous to the corporate limits of the City of Florence.
- 2. That the petitioner(s) desires to annex the property more particularly described below:

Florence County Tax Map

00751-01-279
00751-01-282

- 3. Annexation is being sought for the following purposes:

Build 3 Single Family Residences

- 4. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

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

Total Residents
 Race
 Total 18 and Over
 Total Registered to Vote

Date 12-11-24

[Signature]
 Petitioner

Date _____

Petitioner _____

Certification as to ownership on the date of petition:	FOR OFFICIAL USE ONLY
Date 12/11/24	03

FLORENCE CITY COUNCIL MEETING

DATE: February 10, 2025

AGENDA ITEM: An Ordinance to amend the City of Florence Unified Development Ordinance to maintain compliance with the current Federal Emergency Management Agency (FEMA) regulations relating to the flood hazard area and to adopt the revised Flood Insurance Rate Map (FIRM).

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

Proposed text amendments to the City of Florence Unified Development Ordinance Section 4-12.5.1 Riparian Buffer Requirements, B. Boundaries and Specifications; Section 4-12.6.1 Adoption of Flood Hazard Area Maps; Section 4-12.6.3 Provisions for Flood Hazard Reduction, 1. General Standards; and Division 7-25.2 Definitions (N).

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

(1) On January 14, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously (7-0) to recommend the proposed amendments.

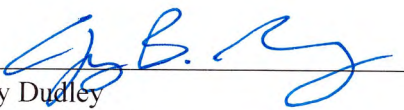
III. POINTS TO CONSIDER:

- (1) The Federal Emergency Management Agency (FEMA) periodically evaluates flood hazards within municipalities to update and maintain accurate Flood Insurance Rate Maps (FIRM) which identify Special Flood Hazard Areas (SFHAs). The maps have been revised and will become effective on March 25, 2025.
- (2) To maintain eligibility in the National Flood Insurance Program (NFIP), the City of Florence is required to adopt the updated FIRM maps and FEMA's floodplain management regulations.
- (3) Preliminary flood hazard maps for the Lower Pee Dee region were released in 2022 and three Open House meetings were held in Darlington and Florence Counties. Local Certified Floodplain Managers, representatives from the SC State Floodplain Office, and professional consultants from the mapping team were available to answer questions and address concerns regarding the revised maps.
- (4) A 90-day appeal period was held from December 5, 2023 to March 4, 2024 to provide residents and property owners a formal opportunity to review and provide feedback on the preliminary flood hazard maps. No appeals were received regarding the revised map within the City of Florence.
- (5) The following sections of the City of Florence Unified Development Ordinance require updates to maintain compliance with FEMA regulations:
 - a. Section 4-12.5.1 Riparian Buffer Requirements B. Boundaries and Specifications,
 - b. Section 4-12.6.1 Adoption of Flood Hazard Area Maps,
 - c. Section 4-12.6.3 Provisions for Flood Hazard Reduction, 1. General Standards,
 - d. Division 7-25.2 Definitions (N).

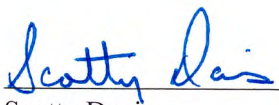
IV. PERSONAL NOTES:

V. ATTACHMENTS:

A) Ordinance



Jerry Dudley
Planning Director



Scotty Davis
City Manager

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND THE CITY OF FLORENCE UNIFIED DEVELOPMENT ORDINANCE RELATING TO THE FLOOD HAZARD AREA TO MAINTAIN COMPLIANCE WITH CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REGULATIONS AND ADOPT THE REVISED FEMA FLOOD INSURANCE RATE MAP (FIRM)

WHEREAS, a Public Hearing was held in City Council Chambers on January 14, 2025 before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, the Federal Emergency Management Agency (FEMA) has completed a re-evaluation of the flood hazards within the City of Florence necessitating a revised Flood Insurance Rate Map (FIRM), which will become effective March 25, 2025;

WHEREAS, the City of Florence is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt the revised FIRM and floodplain management regulations established by FEMA;

WHEREAS, the Planning Commission and City Staff recommend the proposed text amendments as they guide development in a manner consistent with the stated purpose of the Unified Development Ordinance.

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 provisions of the Unified Development Ordinance applicable to the City of Florence be, and the same are hereby amending Section 4-12.5.1.B.1; Section 4-12.6.1; Section 4-12.6.3.1; and Division 7-25.2 (N) et seq., which will read in whole as follows;**

Division 4-12.5.1 Riparian Buffers Requirement

B. Boundaries and Specifications. The riparian buffer requirements associated with each type of water body are as follows:

1. Level I Water Bodies. Level I water bodies include Black Creek, Jeffries Creek, and Middle Swamp.
 - a. The Jeffries Creek riparian buffer is a non-development overlay district.
 - b. A buffer shall be maintained within the floodway, and 20 feet outside of the floodway, as delineated on the Flood Insurance Rate Map (FIRM), dated ~~December 16, 2014~~, **March 25, 2025**, as amended from time to time.
 - c. Improvements or other activities that are recognized to disturb land, increase the impervious area, or degrade water quality are not permitted unless demonstrated that said impacts provide for a net reduction of impervious area, contribute to an increased improvement in water quality, preservation of the overall scenic beauty and wildlife habit and floodplain functionality.
 - d. Exceptions may be granted for water access (e.g. boardwalks, docks, etc.) or permitted by the Director of Utilities when disturbance is necessary to facilitate drainage in unusual circumstances.
 - e. The riparian buffer for Level I water bodies are divided into the following zones:
 1. Zone 1. A riparian buffer of at least 20 feet is required on each (outer) side of the floodway. This 20-foot offset area shall consist of forest, small trees/shrubs, grassed areas, walking paths, and/or other passive recreational areas.
 2. Zone 2. A riparian buffer of at least 20 feet is also required on each (inner) side of the floodway, if available. Clear-cutting is not permitted within the 20-foot offset area. It shall consist of naturally landscaped areas including canopy trees and small trees/shrubs.
 3. Zone 3. All remaining areas within the established floodway shall be left undisturbed in perpetuity.

Section 4-12.6.1 Adoption of Flood Hazard Area Maps

1. This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Florence as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated ~~December 16, 2014~~ **March 25, 2025** with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

2. Upon annexation, any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Florence County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

Section 4-12.6.3 Provisions for Flood Hazard Reduction

1. General Standards

Development may not occur in the Special Flood Hazard Area (SFHA) where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

a. Reasonably Safe from Flooding - Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.

a. b. Anchoring - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, and lateral movement of the structure.

b. c. Flood Resistant Materials and Equipment - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, dated 8/08, and available from the Federal Emergency Management Agency.

e. d. Minimize Flood Damage - All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages,

d. e. Critical Development - shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,

e. f. Utilities - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus one foot (freeboard).

f. g. Water Supply Systems - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,

g. h. Sanitary Sewage Systems – New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,

h. i. Gas Or Liquid Storage Tanks – All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent floatation and lateral movement resulting from hydrodynamic and hydrostatic loads.

i. j. Alteration, Repair, Reconstruction, Or Improvements - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.

j. k. Non-Conforming Buildings or Uses - Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,

k. l. American with Disabilities Act (ADA) - A building must meet the specific standards for floodplain construction outlined in Section 4-12.6.3, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

Division 7-25.2 Definitions (N)

New manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after December 01, 1981.

ADOPTED THIS _____ DAY OF _____, 2025

Approved as to form:

Benjamin T. Zeigler
City Attorney

Lethonia Barnes
Mayor

Attest:

Casey C. Moore
Municipal Clerk

FLORENCE CITY COUNCIL MEETING

DATE: March 10, 2025

AGENDA ITEM: An Ordinance of the City Council of the City of Florence, South Carolina, imposing a temporary moratorium on final approval of development plans and other approvals relating to properties that contain cemeteries for the purpose of enabling consideration by City Council of recommendations relating to amendments to development regulations of the city regarding cemeteries, and further invoking the pending ordinance doctrine with respect to such temporary moratorium in anticipation of such amendments.

DEPARTMENT/DIVISION: Department of Planning, Research, and Development

I. ISSUE UNDER CONSIDERATION:

An Ordinance of the City Council of the City of Florence, South Carolina, imposing a temporary moratorium on final approval of development plans and other approvals relating to properties that contain cemeteries for the purpose of enabling consideration by City Council of recommendations relating to amendments to development regulations of the city regarding cemeteries, and further invoking the pending ordinance doctrine with respect to such temporary moratorium in anticipation of such amendments.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

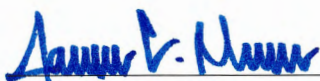
1. This matter is being considered for second reading.

III. POINTS TO CONSIDER:

1. The City of Florence currently has no standards for the protection of graves, cemeteries, and graveyards within proposed developments.
2. City staff and the city attorney's office are preparing proposed development standards for graves, cemeteries, and graveyards that will amend the Unified Development Ordinance in a future ordinance.
3. The Pending Ordinance Doctrine, which is recognized by state case law, allows for a moratorium to be imposed by the local governing body so that it may consider an amendment or proposed zoning or land development ordinance.

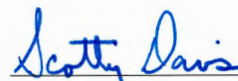
IV. ATTACHMENTS:

1. Proposed Ordinance



Clint Moore

Assistant City Manager



Scotty Davis

City Manager

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IMPOSING A TEMPORARY MORATORIUM ON FINAL APPROVAL OF DEVELOPMENT PLANS AND OTHER APPROVALS RELATING TO PROPERTIES THAT CONTAIN GRAVES, CEMETERIES, OR GRAVEYARDS FOR THE PURPOSE OF ENABLING CONSIDERATION BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA OF RECOMMENDATIONS RELATING TO AMENDMENTS TO DEVELOPMENT REGULATIONS OF THE CITY REGARDING GRAVES, CEMETERIES, OR GRAVEYARDS AND FURTHER INVOKING THE PENDING ORDINANCE DOCTRINE WITH RESPECT TO SUCH TEMPORARY MORATORIUM IN ANTICIPATION OF SUCH AMENDMENTS.

WITNESSETH:

WHEREAS, graves, cemeteries, and graveyards are among the most sacred and protected places in our landscape and are protected from desecration and destruction under South Carolina law; and

WHEREAS, the City of Florence; South Carolina (the “City”) is legally required and ideologically committed to the protection of and respect for graves, cemeteries, and graveyards; and

WHEREAS, as the City limits of the City have expanded in recent decades, rural lands containing graves, cemeteries, and graveyards have become part of the City and have been proposed for development in the City, which process involves the City’s zoning and planning functions; and

WHEREAS, the City’s current zoning, planning, and development regulations contain no provisions to ensure that developments in the City of properties containing graves, cemeteries, or graveyards ensure that such are not destroyed or desecrated, and that they remain accessible to the families of those interred in them as required by South Carolina law; and

WHEREAS, the City Council of the City (“the City Council”) desires to create such protections by adding to the Unified Development Ordinance provisions governing development of properties containing graves, cemeteries, and graveyards; and

WHEREAS, the City staff and attorneys are diligently researching issues relating to development of properties containing graves, cemeteries, or graveyards and are preparing an ordinance for consideration by the City Council that will provide for the protections set forth above (the “Cemetery Development Ordinance”); and

WHEREAS, the City Council anticipates that the Cemetery Development Ordinance will be presented to the City’s Planning Commission at its regular meeting in March for a public hearing and recommendation to the City Council, followed by two readings at City Council regular meetings and will ultimately receive final approval at the City Council’s May 12, 2025 regular meeting; and

WHEREAS, City Council finds that there is an immediate danger of destruction of graves, cemeteries, and graveyards if development of properties containing such prior to the enactment of the Cemetery Development Ordinance; and

WHEREAS, the City Council determines that it is prudent and in the best interests of the residents of the City to enact a temporary moratorium with respect to any final approvals of development plans or other approvals by the City with respect to properties containing graves, cemeteries, and graveyards, and to invoke the Pending Ordinance Doctrine with respect to such subject in light of the development of the Cemetery Development Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City in meeting duly assembled that:

- a. Final approvals of development plans or other approvals by the City with respect to properties containing graves, cemeteries, and graveyards are prohibited and a temporary Moratorium with respect to such actions for the reasons cited herein is declared.
- b. The Pending Ordinance Doctrine is invoked with respect to the purpose of such temporary moratorium, which is imposed in light of the development and anticipated pendency of the Cemetery Development Ordinance described above.
- c. The moratorium imposed hereby shall expire the earlier of June 9, 2025 or the enactment of the Cemetery Development Ordinance.

ADOPTED this __ day of _____, 2025

Approved as to form:

CITY ATTORNEY

LETHONIA BARNES
MAYOR

ATTEST:

CASEY MOORE
MUNICIPAL CLERK

FLORENCE CITY COUNCIL MEETING

DATE: March 10, 2025
AGENDA ITEM: Ordinance
DEPARTMENT/DIVISION: Planning, Research and Development

I. ISSUE UNDER CONSIDERATION:

An Ordinance to convey surplus city property (.319 acres) located at Jennie O'Bryan Avenue back to Floyd Family Properties, LLC.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:


1. This property was initially conveyed to the City of Florence (the "Donation") for the purpose of constructing a sports complex and a road accessing such sports complex.
2. It was always contemplated by the parties that any surplus property remaining from the Donation and not needed for the sports complex or the road would be conveyed back to Floyd Family Properties, LLC.

III. POINTS TO CONSIDER:

1. The City shall convey the property to Floyd Family Properties, LLC by means of a quitclaim deed.
2. The City Manager will be authorized to execute a quitclaim deed, as well as other documents which may be necessary, to effectuate the conveyance of property.

IV. ATTACHMENTS:

1. Ordinance



Clint Moore
Assistant City Manager



Scotty Davis
City Manager

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA CONVEYING SURPLUS CITY PROPERTY (.319 ACRE PORTION OF TAX MAP NUMBER 00147-01-023) LOCATED AT JENNIE O'BRYAN AVENUE BACK TO FLOYD FAMILY PROPERTIES, LLC, SUCH CITY PROPERTY HAVING BEEN INITIALLY CONVEYED TO THE CITY OF FLORENCE, SOUTH CAROLINA FOR THE PURPOSE OF CONSTRUCTING A SPORTS COMPLEX AND A ROAD ACCESSING SUCH SPORTS COMPLEX.

WITNESSETH:

WHEREAS, on December 30, 2014, Floyd Family Properties, LLC (“Floyd Family Properties”) donated approximately 37.395 acres of real property (the “Donation”) to the City of Florence, South Carolina (the “City”) for construction of a sports complex (the “Sports Complex”) and an adjacent road accessing the Sports Complex (the “Road”); and

WHEREAS, the Sports Complex and the Road, now Jennie O’Bryan Ave, are now complete; and

WHEREAS, it was always contemplated by the City and Floyd Family Properties that any surplus property remaining from the Donation and not needed for the Sports Complex and the Road would be reconveyed to Floyd Family Properties; and

WHEREAS, the City finds and determines that approximately .319 acres of the Donation remains unused as surplus property (the “Property”) and that Floyd Family Properties requests that the Property be conveyed back to Floyd Family Properties;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City in meeting duly assembled that:

- a. The City shall convey the Property to Floyd Family Properties by means of a quitclaim deed.
- b. Prior to conveyance of the Property, Floyd Family Properties shall prepare and submit for approval by the City and by Florence County, South Carolina a boundary survey, subdivision plat and legal description for the Property, representing .319 acres to be subdivided from Florence County, South Carolina Tax Map Number 00147-01-023 and recorded in the Office of the Florence County Register of Deeds.
- c. The City Manager of the City is hereby authorized to execute a quitclaim deed to convey the Property to Floyd Family Properties and is further authorized to execute any other documents, in consultation with the City Attorney, which may be necessary to effectuate said conveyance.
- d. This Ordinance shall become effective upon its approval and adoption by the City Council of the City.

[Signature appears on the following page]

ADOPTED AND ENACTED on this __ day of _____, 2025.

Approved as to form:

CITY ATTORNEY

LETHONIA BARNES
MAYOR

ATTEST:

CASEY MOORE
MUNICIPAL CLERK

FLORENCE CITY COUNCIL MEETING

DATE: February 10, 2025

AGENDA ITEM: An ordinance to amend Section 4-16.3.1 of the City of Florence Unified Development Ordinance, and to adopt The City of Florence Downtown Design Standards.

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

The adoption of the recently updated City of Florence Downtown Design Standards and amendment of Section 4-16.3.1 of the Unified Development Ordinance which references the City of Florence Downtown Design Standards.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

- (1) On January 8, 2025, the City of Florence Design Review Board held a public hearing on the updated City of Florence Downtown Design Standards and voted unanimously (6-0) to recommend that the City of Florence Downtown Design Standards be adopted.
- (2) On January 14, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously (7-0) to recommend that the updated City of Florence Downtown Design Standards be adopted and Section 4-16.3.1 of the Unified Development Ordinance be amended in reference.

III. POINTS TO CONSIDER:

- (1) The purpose of the Unified Development Ordinance is to implement the Comprehensive Plan adopted June 12, 2023, guide development in accordance with existing and future needs, and promote the public health, safety, convenience, order, appearance, prosperity, and general welfare, as well as providing for the orderly development of land within the territorial jurisdiction of the City of Florence.
- (2) The Unified Development Ordinance adopts and incorporates design guidelines and standards for development within the City's historic overlay districts by reference.
- (3) The previous Design Guidelines for Downtown Florence, SC were originally written in 2005 and adopted in 2008.
- (4) City staff worked with the consulting firm Bolton & Menk, Inc. to development and design updated standards for the historic overlay districts. The process included public input sessions as well as input and review sessions with a steering committee comprised of key stakeholders.
- (5) The updated standards provide clarity and direction to property owners and developers within those districts and provide guidance for staff and the Design Review Board in their task to approve projects within those districts.
- (6) The proposed City of Florence Downtown Design Standards can be viewed online at: https://www.cityofflorence.com/sites/default/files/uploads/24-1211-florence_design_standards_draft_pages.pdf

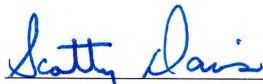
IV. PERSONAL NOTES:

V. ATTACHMENTS:

A) Ordinance



Jerry Dudley
Planning Director



Scotty Davis
City Manager

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND SECTION 4-16.3.1 OF THE CITY OF FLORENCE UNIFIED DEVELOPMENT ORDINANCE AND ADOPT THE CITY OF FLORENCE DOWNTOWN DESIGN STANDARDS:

WHEREAS, a Public Hearing was held in City Council Chambers on January 8, 2025 before the City of Florence Design Review Board and notice of said hearing was duly given;

WHEREAS, a Public Hearing was held in City Council Chambers on January 14, 2025 before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, the purpose of the Unified Development Ordinance is to implement the Comprehensive Plan adopted June 12, 2023, guide development in accordance with existing and future needs, and promote the public health, safety, convenience, order, appearance, prosperity, and general welfare, as well as providing for the orderly development of land within the territorial jurisdiction of the City of Florence;

WHEREAS, the Design Review Board, Planning Commission, and City Staff recommend the adoption of the City of Florence Downtown Design Standards and the proposed text amendment as they guide development in a manner consistent with the stated purpose of the Unified Development Ordinance.

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 Downtown Design Standards are hereby adopted as an amendment to the Unified Development Ordinance;
2. That the Unified Development Ordinance applicable to the City of Florence hereby amends Section 4-16.3.1, which will read in whole as follows:

“In the interest of promoting the cultural, economic, and general welfare of the public by providing a mechanism for the identification, recognition, conservation, maintenance, protection, and enhancement of the existing architecturally valuable structures and to promote the redevelopment and revitalization of the City’s traditional downtown area by ensuring its harmonious, orderly, and efficient growth and redevelopment, the design ~~guidelines~~ standards are adopted and incorporated by reference.”

ADOPTED THIS _____ DAY OF _____, 2025

Approved as to form:

Benjamin T. Zeigler
City Attorney

Lethonia Barnes
Mayor

Attest:

Casey C. Moore
Municipal Clerk

FLORENCE CITY COUNCIL MEETING

DATE: March 10, 2025

AGENDA ITEM: Ordinance to Rezone from NC-15 to NC-6.3 the parcel located on Dexter Drive at Attwood Avenue, TMN 00150-01-140.

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

A request to rezone from NC-15 to NC-6.3 the parcel located on Dexter Drive at Attwood Avenue, said property being specifically designated in the Florence County Tax Records as Tax Map Parcel 00150-01-140. The request is being made by the property owner.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. In 2023 a similar request to rezone this parcel from NC-15 to NC-6.3 was considered.
 - a. On January 10, 2023, The City of Florence Planning Commission voted to defer this matter to receive further information.
 - b. On February 14, 2023, the City of Florence Planning Commission held a public hearing on this matter and voted 4-1 to recommend the parcel be rezoned from NC-15 to NC-6.1.
 - c. On March 13, 2023, the City of Florence City Council voted unanimously to table the rezoning to receive additional information.
 - d. On April 10, 2023 City Council referred the request back to Planning Commission for further consideration of the impact from the increase in density.
 - e. On May 3, 2023 Planning Commission held a public meeting to review rezoning based upon the impact from the increase in density and voted 6-1 to deny the request.
 - f. On May 8, 2023 a motion to approve the rezoning at City Council failed to obtain a second.
2. The current request to rezone from NC-15 to NC-6.3 was considered on February 11, 2025, and Planning Commission held a public hearing on this matter and voted unanimously to recommend the parcels be rezoned from NC-15 to NC-6.1, not the requested NC-6.3.

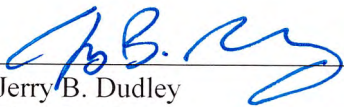
III. POINTS TO CONSIDER:

- (1) This request is being considered for first reading.
- (2) City water and sewer are available to the parcel.
- (3) The property is currently zoned NC-15, Neighborhood Conservation-15 District. This zoning district only allows single-family detached homes and lots with 15,000 square feet minimum area and 100 feet minimum width.
- (4) The requested zoning of NC-6.3 allows a variety of housing types including single-family detached, duplex, townhome, and multi-family. Lots must have a minimum area of 6,000 square feet and a minimum width of 50 feet.
- (5) The NC-6.1 zoning recommended by Planning Commission would only allow single-family detached homes. Lots must have a minimum area of 6,000 square feet and a minimum width of 60 feet.
- (6) Future development will require stormwater review prior to receiving a Land Disturbance permit.

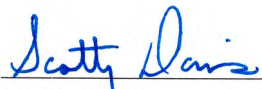
IV. PERSONAL NOTES:

V. ATTACHMENTS:

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



Jerry B. Dudley
Planning Director



Scotty Davis
City Manager

ORDINANCE NO. 2025-_____

AN ORDINANCE TO REZONE PROPERTY IDENTIFIED AS DEXTER DRIVE AT ATTWOOD AVENUE, TAX MAP NUMBER 00150-01-140, FROM NEIGHBORHOOD CONSERVATION-15 ZONING DISTRICT TO NEIGHBORHOOD CONSERVATION-6.3 ZONING DISTRICT:

WHEREAS, a Public Hearing was held in City Council Chambers on February 11, 2025 at 6:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, Piyush Mehta made application to rezone from NC-15 Neighborhood Conservation-15 District to NC-6.3 Neighborhood Conservation-6.3 District;

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

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

- 1. That an Ordinance is hereby adopted by amending the Zoning Atlas of the City of Florence for the aforesaid property to NC-6.3;**
- 2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence and posting of this amendment in the official Zoning Atlas.**

ADOPTED THIS _____ DAY OF _____, 2025

Approved as to form:

Benjamin T. Zeigler
City Attorney

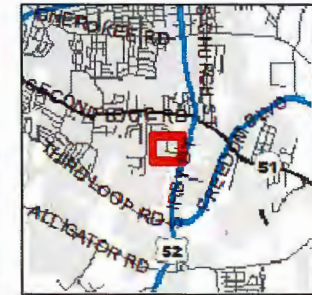
Lethonia Barnes
Mayor

Attest:



Casey C. Moore
Municipal Clerk

PC-2025-10

Location Map - Dexter Dr. at Attwood Ave.



Legend

-  City Limits
-  Parcels
-  Proposed Parcel



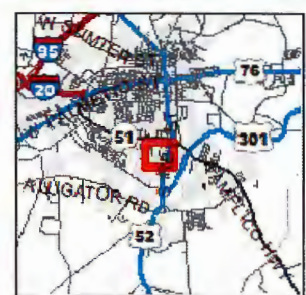
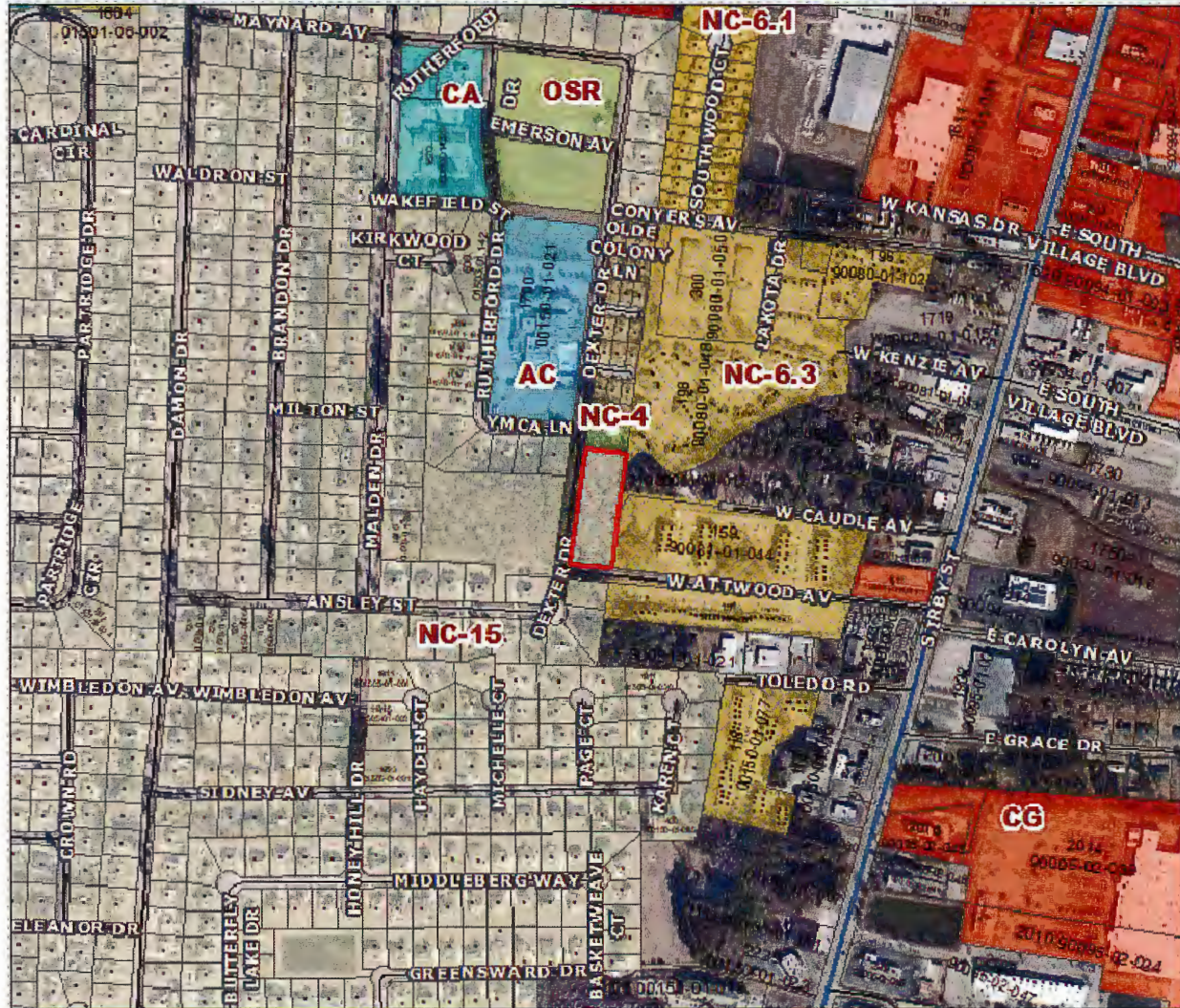
DISCLAIMER:
The City of Florence Department of Planning, Research, and Development data represented on this map is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Florence makes no representation as to its accuracy. Its use without field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

300 150 0 300 Feet

Date: 1/20/2025

PC-2025-10

Zoning Map - Dexter Dr. at Attwood Ave.



- Legend**
- Parcels
 - Zoning District
 - Agricultural and Open Space Districts
 - OSR
 - Neighborhood Conservation Sub-Districts
 - NC-15
 - NC-6.1
 - NC-6.3
 - NC-4
 - Business and Commercial Districts
 - CA
 - CG
 - Mixed-Use Districts
 - AC
 - Proposed Parcel

FULL LIFE. FULL FORWARD.

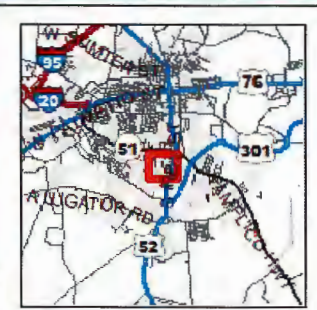
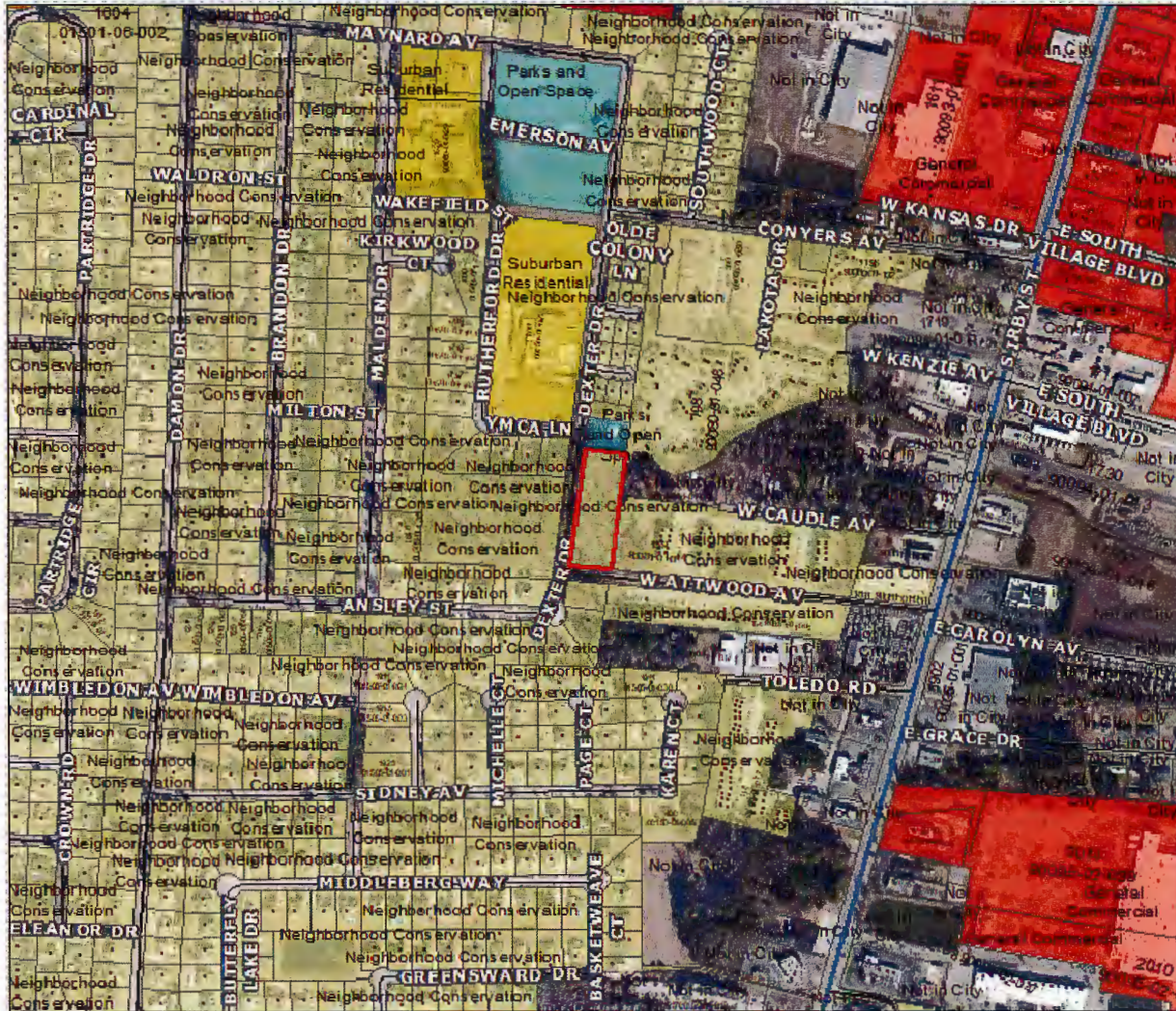
FLORENCE
SOUTH CAROLINA

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Date: 1/20/2025

PC-2025-10

Future Land Use Map - Dexter Dr. at Attwood Ave.



Legend

- Parcels
- Proposed Parcel

Future Land Use and Character 2023

FLU_1

- Parks and Open Space
- Suburban Residential
- General Residential
- Urban Residential
- Neighborhood Conservation
- Suburban Commercial
- General Commercial
- Corridor Mixed Use
- Urban Downtown
- Suburban Campuses
- Industrial
- Utilities

FULL LIFE. FULL FORWARD.
FLORENCE
 SOUTH CAROLINA

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Date: 1/26/2025

FLORENCE CITY COUNCIL MEETING

DATE: March 10, 2025
AGENDA ITEM: An ordinance amending the FY 2024-25 Budget
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

For City Council consideration is an ordinance to amend the FY 2024-25 City of Florence Budget.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

No previous action has been taken on this ordinance.

III. POINTS TO CONSIDER

1. The objective of the proposed ordinance is to align budgeted amounts more closely with actual revenues and expenditures thereby eliminating or reducing significant variances between budgeted and actual amounts in both revenue and expenditure categories.
2. Funds are being appropriated to cover expenditures associated with grant funding received during the fiscal year, where expenditures were not already appropriated.
3. Funds are being re-appropriated from fiscal year 2023-24 to provide funding from Unappropriated Reserves for FY 2024-25 in the General Fund and the Water & Sewer Utilities Fund to complete purchases which were not finalized at the end of fiscal year 2023-2024.

IV. STAFF RECOMMENDATION

Approve and adopt the proposed ordinance.

V. ATTACHMENTS

A copy of the proposed ordinance is attached.



Glenn A. Bodenheimer
Interim Finance Director



Scotty Davis
City Manager

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF FLORENCE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025

BE IT ORDAINED by the City Council of the City of Florence, South Carolina, in a meeting duly assembled and by the authority thereof that the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2024, and ending June 30, 2025, is hereby amended as follows:

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

100120-790020 The City of Florence has received notification of additional state funding for FY 2024-25 from the South Carolina Department of Labor, Licensing, and Regulation (LLR). The City has been included in the FY 2024-25 Appropriations Act (H.5100) for a one-time, non-recurring appropriation of \$1,250,000 in State General Funds. These funds will be used to purchase a fire engine and associated equipment to provide public benefit as required by Proviso 117.21.

100375-435010 From Unappropriated Reserve is increased in the amount of \$95,100 from unrestricted fund balance to appropriate expenditures for related grants received during the year where expenditures were not originally budgeted.

100375-435010 From Unappropriated Reserve is increased in the amount of \$849,890 from unrestricted fund balance to re-appropriate monies for the completion of projects and purchases which were not finalized at the end of FY 2023-2024.

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

10042200-580040 Auto equipment is increased \$1,250,000 for the purchase of a Fire Engine and associated equipment in accordance with all applicable state laws and regulations.

10042200-550280 Personal Protective Equipment (Fire) is increased for \$4,000 as a required match for a grant received from the Municipal Association for personal protective equipment.

10042200-580060 Other Equipment (Fire) is increased for \$20,000 to pay for traffic cones, barriers and other miscellaneous safety equipment, funded by a Duke Energy Safety Grant.

10043020-550230 Chemicals (Beautification) is increased in the amount of \$16,100 to cover costs related to funding from the South Carolina Consolidated Appropriations Act of 2023 provided through a reimbursable grant from the South Carolina Department of

FY 2024-2025 Budget Amendment Ordinance (continued)

Public Health for the purchase of mosquito control-related items, equipment, and products

10043022-574010 Tree Beautification (Beautification and Facilities) is increased in the amount of \$5,000 for the purchase of trees for the tree giveaway. The funding is from a \$5,000 grant from the Duke Energy Foundation.

10043022-580040 Auto Equipment (Sanitation) is increased in the amount of \$849,890 to fund two additional commercial sanitation trucks as appropriated and approved in Ordinance No. 2023-36.

10049300-594101 Recreation Facilities Rehab is increased \$50,000 to pay for Timrod Park restroom renovations with funding the City received from the 2024 Longleaf Fund Grant Program.

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

200325-790000 Miscellaneous Grants is increased for a FEMA Hazard Mitigation Grant Program award for generator installation at Pine Street location with a Federal share of \$103,500.

200375-435010 From Unappropriated Reserve is funded in the amount of \$427,000 from unrestricted net assets.

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

20044042-580060 Other Equipment (Water Production Operations) is increased in the amount of \$138,000 to fund the purchase and installation of a 60kW generator, installed on a concrete pad to ensure continuity of operations at the Pine Street location. \$103,000 of project is reimbursable by the FEMA Hazard Mitigation Grant Program. City responsibility is \$34,500.

20044044-580060 Other Equipment (Distribution Operations) is increased in the amount of \$392,500 to fund the purchase of bypass pumps and a vacuum excavator to conduct lead and copper inspections on existing infrastructure, in compliance with new regulatory requirements, as appropriated and approved in Ordinance No. 2023-36.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

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

FY 2024-2025 Budget Amendment Ordinance (continued)

ADOPTED THIS _____ DAY OF _____, 2025.

Approved as to form:

Benjamin T. Zeigler
City Attorney

Lethonia Barnes
Mayor

Attest:

Casey C. Moore
Municipal Clerk

FLORENCE CITY COUNCIL MEETING

DATE: March 10, 2025
AGENDA ITEM: Resolution
DEPARTMENT/DIVISION: Utilities Department

I. ISSUE UNDER CONSIDERATION:

A Resolution authorizing the City Manager to enter into a Facility Encroachment Agreement with CSX Transportation, Inc.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

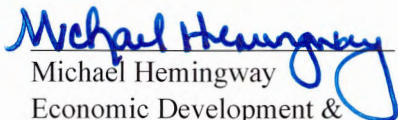
No previous action has been taken on this resolution.

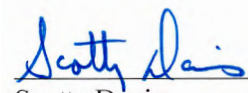
III. POINTS TO CONSIDER:

1. The City of Florence is seeking encroachment approval from CSX to allow the City of Florence to construct and install a new 30-inch sanitary sewer force main along North Williamson Road.
2. In order to provide sewer service for a new Technology Park, the sewer line will need to be installed within property owned by CSX.
3. CSX requires the City to enter into a Facility Encroachment Agreement to allow the City to perform the necessary work within the property owned by CSX.

IV. ATTACHMENTS:

1. Proposed Resolution


Michael Hemingway
Economic Development &
Utility Planning Director


Scotty Davis
City Manager

RESOLUTION 2025-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION, INC.

WHEREAS:

1. The City of Florence (the "**City**") is undertaking an infrastructure project to construct and install a 30-inch sanitary sewer force main along North Williamson Road to provide sewer service to the new Technology Park.
2. A portion of the force main must be constructed and installed within property owned or controlled by CSX Transportation, Inc.
3. CSX requires the City to enter into a Facility Encroachment Agreement attached hereto as Exhibit "A" to allow the City to perform the necessary work within property owned or controlled by CSX, Transportation, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Florence City Council duly assembled that:

(a) The City Council hereby authorizes the City Manager to enter into a Facility Encroachment Agreement with CSX Transportation, Inc. attached hereto as Exhibit "A".

(b) This Resolution shall become effective immediately upon its adoption.

AND IT IS SO RESOLVED this ____ day of March, 2025.

APPROVED AS TO FORM:

City Attorney

LETHONIA BARNES
Mayor

ATTEST:

CASEY C. MOORE
Municipal Clerk

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of January 30, 2025, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF FLORENCE a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Georgia whose mailing address is 324 West Evans Street, Florence, South Carolina 29501, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) thirty inch (30") diameter pipeline crossing, solely for the conveyance of potable water, located at or near Florence, Florence County, South Carolina, Florence Division, South End Subdivision, Milepost A-289.61, Latitude N34:12:08.604, Longitude W79:42:16.8114;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby grant a non-exclusive license to Licensee for the Encroachment for the sole purpose of permitting Licensee to construct, maintain, repair, renew, operate, use, alter or change the

Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual written consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express prior written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.9 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit A, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.10 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, and for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor in a manner satisfactory to Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property in a manner satisfactory to Licensor; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor ("Rail Corridor") or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's sole risk, cost and expense.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole risk, cost and expense.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge, cost or expense (including attorneys' fees) (collectively, "Claims and Losses") which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's Rail Corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's Rail Corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from any and all Claims and Losses arising from, under or in connection with or as a consequence of: (a) (i) any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of the Encroachment or (ii) any leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence (limit may be satisfied through a combination of both primary and umbrella/excess liability policies) for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its parent, subsidiaries and affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this Agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.
- (vii) Licensor's acceptance of any certificate of insurance does not constitute a waiver, release or modification of any of the insurance coverages or endorsements required under this Article 10.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's sole discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's Rail Corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and

completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk, cost and expense, shall (a) remove the Facilities from the Rail Corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the Rail Corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

14.3 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so including the indemnification, Facilities removal, restoration and reimbursement provisions herein.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's Rail Corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:

https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 843-665-3113.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein (by operation of law or otherwise); said consent shall not be unreasonably withheld. Any assignment of this Agreement by Licensee, by operation or law or otherwise, or any interest herein, without the prior written consent of Licensor, shall be void.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and Rail Corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend Licensor from and against any and all Claims and Losses arising out of or in connection with claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages; provided that Licensor shall have the right to participate in the defense of any such claim.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. APPROVALS:

18.1 Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor therefor; and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates Licensor not to unreasonably withhold its approval or consent to any of Licensee's actions or requests, Licensor has the absolute right, in its sole and arbitrary discretion, to refuse any request Licensee makes or to withhold its approval of any of Licensee's proposed or effected actions that require Licensor's approval.

18.2 Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent, or suggestion to Licensee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19. GENERAL PROVISIONS:

19.1 This Agreement, and the attachments hereto, contains the entire understanding between the parties hereto, and supersedes all other oral or written agreements and understandings between them, with respect to the subject matter hereof.

19.2 Except as otherwise expressly provided in this Agreement, neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

19.3 Except as otherwise provided herein, or in any Exhibit, Schedule or other attachment hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

19.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

19.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located. In interpreting this Agreement, the singular shall be read as the plural in each instance as sense shall require. The words "include," "includes" and "including" when used in this Agreement will be interpreted as if they were followed by the words "without limitation."

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

19.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

19.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19.11 Notwithstanding any other provision in this Agreement to the contrary, Licensor expressly reserves and does not waive any rights it may have under the Interstate Commerce Commission Termination Act of 1995, 49 U.S.C. § 10101, *et seq.*, the Federal Railroad

Safety Act, 49 U.S.C. § 20101, *et seq.*, and/or any other federal law governing rail transportation and related operations.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

_____ By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF FLORENCE

_____ By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: SCOTTY DAVIS

Print/Type Title: CITY MANAGER

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____

Dated _____

CSX Transportation (CSXT) General Notes (Bore and Jack):

Florence, South Carolina

Engineering Region (Division): SOUTHEAST (SE) / Sub Division: SOUTH END (SE) / Nearest DOT: 629006H

Mile Post: A 289.6147 / Lat_Long: 34.20239,-79.70467

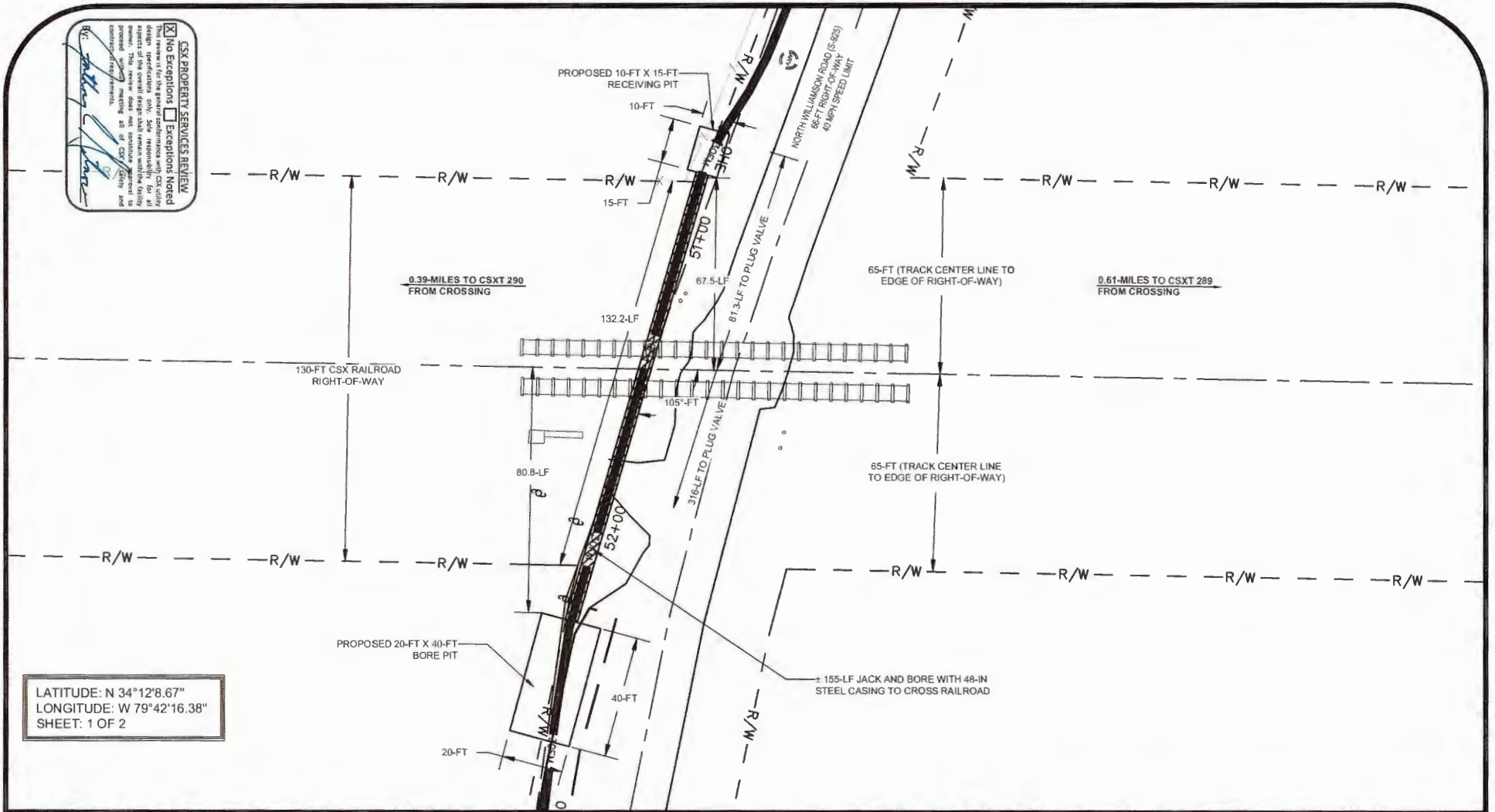
- 1) CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- 2) Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
- 3) Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- 4) Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- 5) Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSXT under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- 6) Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 7) The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
- 8) Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- 9) All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
- 10) CSXT does not grant or convey an easement for this installation.
- 11) CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
- 12) The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
- 13) No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
- 14) The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
- 15) The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- 16) The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- 17) Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- 18) If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- 19) Blasting is not permitted under, on, or adjacent to CSXT property.

Revised January 31, 2023

- 20) Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
- 21) Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- 22) Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
- 23) For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- 24) Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.
- 25) Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental pro
- 26) CSXT does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- 27) Upon completion of project construction, contractor must submit to CSXT the as-built plans showing the final alignment on CSXT property, including actual depth of facility and any field change to location on CSXT property, pipe materials, number of innerducts, etc.

CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general performance with CSX utility property services. It does not constitute an approval of the overall design and remains the responsibility of the engineer. This review does not constitute approval to proceed without meeting all of CSX safety and construction requirements.

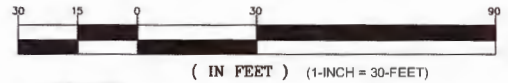
[Signature]



LATITUDE: N 34°12'8.67"
 LONGITUDE: W 79°42'16.38"
 SHEET: 1 OF 2

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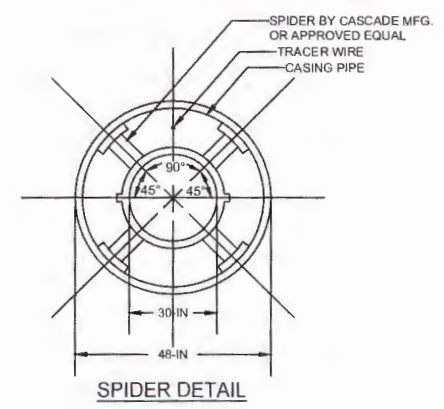
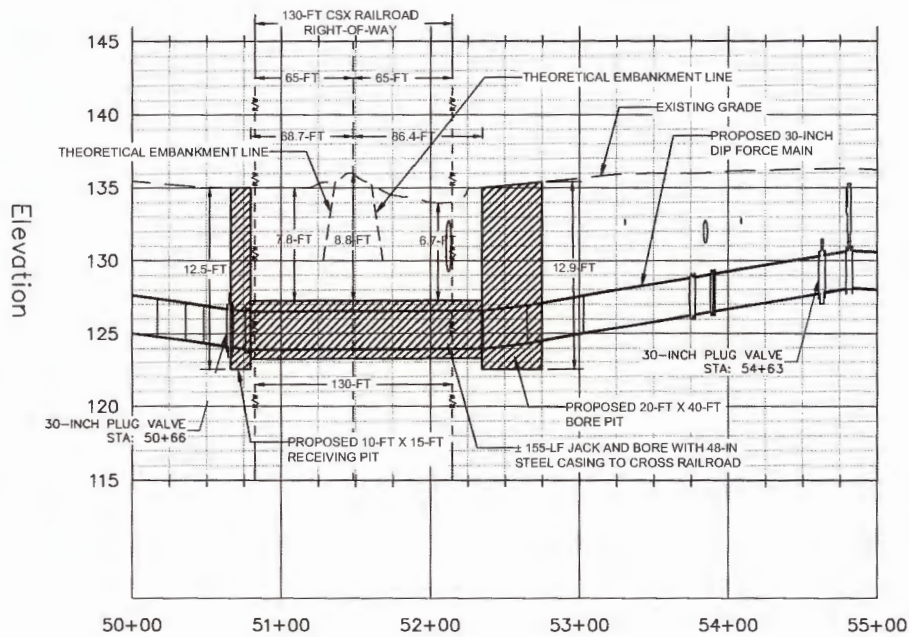
CSX Railroad Crossing - Plan View
Off-Site Wastewater System Improvements
 to serve the AESC Facility
 Florence County, South Carolina



Project No.: 2316-0021
 DECEMBER 19, 2024



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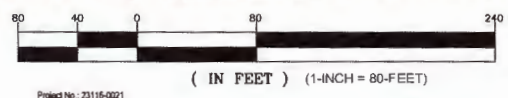


CSX PROPERTY SERVICES REVIEW
 No Exceptions Noted
 Exceptions Noted
 This review is for the general performance with CSX quality design specifications only. Site responsibility for all design and construction remains with the project owner. This review does not constitute approval to proceed without meeting all of CSX's safety and construction requirements.

LATITUDE: N 34°12'8.67"
 LONGITUDE: W 79°42'16.38"
 SHEET: 2 OF 2

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS	
	Commodity Description:	Industrial and Domestic wastewater
Maximum Operating Pressure:	36 psi	
Is Commodity Flammable:	No	
CARRIER/CASING PIPE DETAILS		
	Carrier Pipe	Casing Pipe
Pipe Material:	DIP	Steel
Material Specification & Grade:	CL150	Schedule 40
Specified Minimum Yield Strength:	42,000	35,000
Nominal Size Outside Diameter (Inches):	32-IN	48-IN
Wall Thickness (Inches):	0.34-IN	0.688-IN
Type of Seam:	N/A	Welded
Type of Joints:	Push On	Welded
Tunnel Linear Plates Required:	No	No
Cathodic Protection:	No	No
Protective Coating:	Interior: Protecto 401 Lining Exterior: Bituminous	Bituminous Coating
Temp. Track Support or Rip-Rap Req.:	No	No

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Project No.: Z3115-0221
 DECEMBER 19, 2024

CSX Railroad Crossing - Profile View
Off-Site Wastewater System Improvements
 to serve the AESC Facility
 Florence County, South Carolina



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