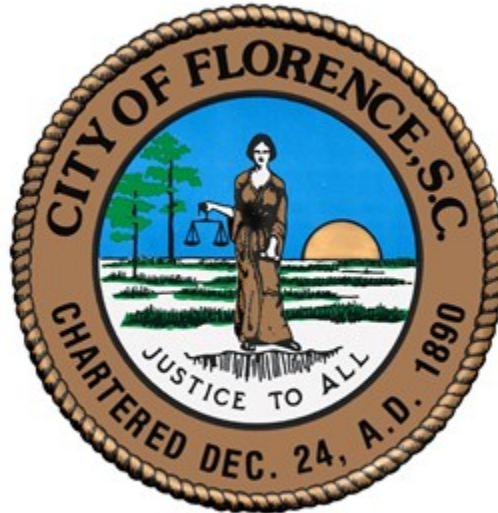


**REGULAR MEETING  
OF  
FLORENCE CITY COUNCIL**



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

**MONDAY  
JULY 14, 2025  
1:00 P.M.**



**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, JULY 14, 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**

June 9, 2025 – Regular Meeting

**IV. HONORS AND RECOGNITIONS**

**SERVICE RECOGNITIONS**

Donald Huggins – 15 years – Fire Department

**SPECIAL RECOGNITION**

Mindy Taylor – To present to the Duke Energy Emergency Preparedness and Storm Resiliency Grant to the City of Florence.

**V. APPEARANCES BEFORE COUNCIL**

**a. Pam Osbourne**

To speak to Council regarding issues and concerns created by police shortage.

*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. 2025-23 – Second Reading**

An Ordinance amending the Business License Ordinance of the City of Florence, South Carolina to update documentation that may be required by the City as part of the initial registration and annual renewal of business licenses, and other matters relating thereto.

**b. Bill No. 2025-24 – Second Reading**

A Series Ordinance providing for the issuance and sale of not exceeding fifteen million one hundred thousand dollars (\$15,100,000) Hospitality Fee Revenue Bonds of the City of Florence, South Carolina to be designated Series 2025 and other matters relating thereto.

**VII. INTRODUCTION OF ORDINANCES**

**a. Bill No. 2025-25 – First Reading**

An ordinance to update Appendix B of the City's current Business License Ordinance as required by section 6-1-400 to 6-1-420 of the South Carolina Code of Laws.

**b. Bill No. 2025-26 – First Reading**

An Ordinance to amend Ordinance No. 2024-14 entitled “a series Ordinance making provision for the terms and conditions of an issue of combined waterworks and sewerage system capital improvement revenue bonds of the City of Florence, SC, in one or more series, in the aggregate principal amount of not exceeding \$270,000,000 as authorized by a bond ordinance of the City of Florence, SC, adopted October 24, 1989, as amended; authorizing the issuance of bond anticipation notes; and other matters relating thereto” to add additional improvement to the City’s waterworks and sewerage system to be paid from the proceeds of bonds authorized therein and other matters relating thereto.

**c. Bill No. 2025-27 – First Reading**

An Ordinance granting Lumos Fiber of South Carolina, LLC a franchise to use the public rights of way within the City of Florence for the purpose of constructing, installing and maintaining network facilities for telecommunications services within and through the City.

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

**d. Bill No. 2025-28 – First Reading**

An Ordinance to declare surplus and authorize the conveyance of real estate to the Florence Housing Authority, specifically Florence County Tax Map Parcels 90100-06-016 ad 90100-06-017.

**e. Bill No. 2025-29 – First Reading**

An Ordinance to annex and zone RG-2 a lot located on Pelican Drive, identified as Florence County Tax Map Number 00522-01-026.

**f. Bill No. 2025-30 – First Reading**

An Ordinance to annex and zone AC the two lots located at 2037 and 2111 South Irby Street, identified as Florence County Tax Map Numbers 00150-01-007 and 00150-01-061.

**g. Bill No. 2025-31 – First Reading**

An Ordinance to annex and zone NC-15 the two lots located at 922 and 926 Third Loop Road, identified as Florence County Tax Map Numbers 01511-01-037 and 01511-01-038.

**h. Bill No. 2025-32 – First Reading**

An Ordinance to annex and zone IL a lot located at Jennie O'Bryan Boulevard, a portion of Florence County Tax Map Number 00122-01-042.

**i. Bill No. 2025-33 – First Reading**

An Ordinance to annex and zone NC-6.3 a lot located on Westfield Drive, identified as Florence County Tax Map Number 00072-01-045.

**j. Bill No. 2025-34 – First Reading**

An Ordinance to name a private road located in front of Florence County Tax Map Number 00099-01-212.

**VIII. INTRODUCTION OF RESOLUTIONS**

**a. Resolution No. 2025-22**

A Resolution of Recognition for Rahsaan Perry for being named the 2025 National Assistant Principal of the Year.

**b. Resolution No. 2025-23**

A Resolution authorizing the City Manager to execute a Stormwater Infrastructure Program subrecipient agreement between the City of Florence and the SC Office of Resilience to fund a stormwater infrastructure improvement project that will mitigate the impact of future disasters.

**c. Resolution No. 2025-24**

A Resolution approving the disposition by the Housing Authority of the City of Florence of certain of its real properties and other matters relating thereto.  
*(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.)*

**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 a contractual matter as notated in Bill No. 2025-27 [30-4-70(a)(2)].**
- b. To receive legal advice regarding Resolution No. 2025-24 [30-4-70(a)(2)].**
- c. For a discussion regarding appointments to city Boards and Commissions [30-4-70(a)(1)].**
- d. To receive legal advice regarding the PFAS lawsuit [30-4-70(a)(2)].**

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

### **XIV. ADJOURN**



**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, JUNE 9, 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, Councilman J. Lawrence Smith, II and Councilman Zach McKay

**ALSO PRESENT**

Mr. Scotty Davis, City Manager; Mr. Ronald Scott, City Attorney; Mrs. Casey Moore, Municipal Clerk; Mr. Clint Moore, Assistant City Manager of Development; Chief Shannon Tanner, Florence Fire Department; Chief Allen Heidler, Florence Police 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, Curtis Graham with WBTW News 13 and Tonya Brown with WPDE News Channel 15 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 June 9, 2025 Regular meeting of Florence City Council to order at 1:00pm.

**INVOCATION**

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

**APPROVAL OF MINUTES**

Pro tem Jebaily made a motion to adopt the minutes of the May 7, 2025 Budget Work Session and Councilwoman NeSmith-Jackson seconded the motion. The minutes were unanimously (7-0) adopted.



## **FLORENCE CITY COUNCIL REGULAR MEETING – JUNE 9, 2025**

Councilman Braddock made a motion to adopt the minutes of the May 12, 2025 Regular Meeting and Councilwoman NeSmith-Jackson seconded the motion. The minutes were unanimously (7-0) adopted.

### **SERVICE RECOGNITIONS**

Mr. Allen Heidler, Police Chief, recognized Marshall McKeever for 40 years of service with the Florence Police Department.

### **SPECIAL RECOGNITIONS**

#### **Bullard Personal Protective Equipment – To recognize the Florence Fire Department for a recent lifesaving event.**

Representatives with Bullard Personal Protective Equipment recognized the Florence Fire Department for a lifesaving event that occurred on January 30, 2025. Captain Jacob Shuler received special recognition for his efforts in saving the life of a four-year-old and was presented two awards on behalf of Bullard Personal Protective Equipment.

#### **Ann Huyler, South Carolina Forestry Commission – To present the 45<sup>th</sup> Tree City and 18<sup>th</sup> Growth Award.**

Mr. Adam Swindler, Director of Public Works, introduced Ms. Ann Huyler from the South Carolina Forestry Commission, who presented the City of Florence with its 45<sup>th</sup> Tree City Award and 18<sup>th</sup> Growth Award. She noted that only the City of Columbia surpasses Florence in Tree City years by one, and Florence leads the state in Growth Awards. The next closest cities in 2024 are the City of Conway with five years and the Town of Patrick. Ms. Huyler also announced a tree giveaway event on October 4<sup>th</sup> at the City Center Farmers Market and applauded the City of Florence for its commitment and dedication to urban forestry.

### **PUBLIC HEARING**

**A public hearing will be held to receive input on the City of Florence Fiscal Year budget 2024-2025.**

Mayor Barnes opened the public hearing at 1:42pm.

There being no one signed up to speak, the public hearing was closed at 1:43pm.

### **APPEARANCES BEFORE COUNCIL**

#### **Shelly Williams**

Ms. Shelly Williams, a community activist and civil rights advocate, addressed the City Council to voice concerns about police conduct and city operations. She described a troubling incident on April 26, 2025, in which her son was allegedly attacked by Florence Police officers during a traffic stop. She also claimed that one officer previously followed her son home and noted that the department arrested more minorities that day than other regional law enforcement agencies combined. She called for accountability and action from Council regarding the matter. Mayor Barnes confirmed she previously met with Ms. Williams, who left that meeting early, and explained that the incident is under investigation by the South Carolina Law Enforcement Division (SLED). As such, the City cannot take further action until the investigation concludes.





**FLORENCE CITY COUNCIL  
REGULAR MEETING – JUNE 9, 2025**

**Tammy Broach**

Ms. Tammy Broach appeared before Council regarding the unsafe and unsanitary conditions of an abandoned property at 600 Ivanhoe Drive, which she said has been neglected for about eight years. While referring to the property as an eyesore, her main concerns were safety, sanitation, and the potential for homelessness or illegal activity. She noted that she and her neighbors have repeatedly reported the issue and shared photos with the Council. Ms. Broach questioned why the City hasn't coordinated with the Darlington County Sheriff's Office to serve the property owner, who lives in that county. She urged the City to enforce its property maintenance code to address the violations.

Pro tem Jebaily thanked Ms. Broach for sharing her concerns about this property and noted that derelict properties are a broader issue across the city. He highlighted the difficulty the City faces in dealing with uncooperative property owners and asked Mr. Scotty Davis, City Manager to explain the City's capabilities and limitations in such cases. Mr. Davis explained that while the City has reviewed this and other vacant properties, enforcement becomes challenging when owners live outside city limits, as is the case here, with the property owner residing in Society Hill. Although the City has no jurisdiction there, an active summons has been issued and city staff is working with the Society Hill Police Department to serve it. Mr. Davis confirmed that city codes allow legal action against negligent property owners, but jurisdictional challenges remain.

Mayor Barnes concurred with Pro tem Jebaily and thanked Ms. Broach for sharing her concerns.

**ORDINANCES IN POSITION**

**Bill No. 2025-17 – Second Reading**

**An Ordinance to raise revenue and adopt a budget for the City of Florence, South Carolina, for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026.**

Pro tem Jebaily made a motion to adopt Bill No. 2025-17 on second reading and Councilman Smith seconded the motion.

Council voted unanimously (7-0) in favor of the motion. Bill No. 2025-17 was adopted.

**Bill No. 2025-18 – Second Reading**

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

Pro tem Jebaily made a motion to adopt Bill No. 2025-18 on second reading and Councilman McKay seconded the motion.

Council voted unanimously (7-0) in favor of the motion. Bill No. 2025-18 was adopted.

**Bill No. 2025-19 – Second Reading**

**An Ordinance to amend the Unified Development Ordinance regarding cemetery preservation.**

Councilman Smith made a motion to adopt Bill No. 2025-19 on second reading and Councilwoman NeSmith-Jackson seconded the motion.

Council voted unanimously (7-0) in favor of the motion. Bill No. 2025-19 was adopted.





**FLORENCE CITY COUNCIL  
REGULAR MEETING – JUNE 9, 2025**

**Bill No. 2025-20 – Second Reading**

**An Ordinance to rezone 1203 Sopkin Avenue from CA to NC-6.1.**

Councilman Braddock made a motion to adopt Bill No. 2025-20 on second reading and Councilman Smith seconded the motion.

Council voted unanimously (7-0) in favor of the motion. Bill No. 2025-20 was adopted.

**Bill No. 2025-21 – Second Reading**

**An Ordinance to annex and zone NC-6.3 1.467 acres of the lot located at Toscana Drive, a portion of Florence County Tax Map Number 00100-01-101.**

Councilman Braddock made a motion to adopt Bill No. 2025-21 on second reading and Councilman Smith seconded the motion.

Council voted (5-2) in favor of the motion with Pro tem Jebaily and Councilwoman NeSmith-Jackson voting against the motion and Mayor Barnes, Councilman McKay, Councilman Smith, Councilman Braddock, and Councilman McCall voting in favor of the motion. Bill No. 2025-21 was adopted.

**INTRODUCTION OF ORDINANCES**

**Bill No. 2025-23 – First Reading**

**An Ordinance amending the Business License Ordinance of the City of Florence, South Carolina to update documentation that may be required by the City as part of the initial registration and annual renewal of business licenses, and other matters relating thereto.**

Councilman Braddock made a motion to pass Bill No. 2025-23 on first reading and Councilman McCall seconded the motion.

Mr. Glenn Bodenheimer, Interim Finance Director, said the proposed ordinance amendment would specify that state and/or federal income tax returns are not required for the initial registration and renewal of a business license. Although the current ordinance, in line with Act 176, allows the city to request such documents, the proposed amendment would formally adopt the City Manager's current policy, which directs city staff not to request or require state and/or federal income tax returns for business licenses.

Council voted unanimously (7-0) in favor of the motion. Bill No. 2025-23 was passed on first reading.

**Bill No. 2025-24 – First Reading**

**A Series Ordinance providing for the issuance and sale of not exceeding fifteen million one hundred thousand dollars (\$15,100,000) Hospitality Fee Revenue Bonds of the City of Florence, South Carolina to be designated Series 2025 and other matters relating thereto.**

Mayor Barnes said this item will be discussed in Executive Session. There being no objection, this item was discussed in Executive Session.



**FLORENCE CITY COUNCIL  
REGULAR MEETING – JUNE 9, 2025**

**INTRODUCTION OF RESOLUTIONS**

**Resolution No. 2025-12**

**A Resolution to adopt the Community Development Block Grant Budget for Fiscal Year 2025-2026.**

Councilwoman NeSmith-Jackson made a motion to pass Resolution No. 2025-12 and Councilman Smith seconded the motion.

Mr. Jerry Dudley, Director of Planning, said the City received an allocation of \$344,189 for FY 2025-2026. Eligible projects must benefit low and moderate income (LMI) persons, aid in the prevention or elimination of slums and blight and meet a need having a particular urgency (referred to as urgent need). Two public hearings and community meetings were held to gather input. Based on this feedback and past program success, the proposed budget includes: \$68,837 for planning and administration, \$190,352 for emergency rehabilitation, \$60,000 for down payment assistance, and \$25,000 for My Brother's Keeper.

Council voted unanimously (7-0) in favor of the motion. Resolution No. 2025-12 was passed.

**Resolution No. 2025-18**

**A Resolution recognizing the Florence-Darlington Technical College Baseball Team for Advancing to the NJCAA Division I World Series.**

Councilman Smith acknowledged that the Florence Darlington Technical College Baseball Team was unable to attend today's meeting due to traveling from the NJCAA Division I World Series and asked for Resolution No. 2025-18 to be deferred.

Councilman NeSmith-Jackson made a motion to defer Resolution No. 2025-18 and Councilman McKay seconded the motion.

Council voted unanimously (7-0) in favor of the motion. Resolution No. 2025-18 was deferred.

**Resolution No. 2025-19**

**A Resolution honoring Cru Wine & Tap for their contributions to the efforts to revitalize downtown Florence.**

Councilman Smith made a motion to pass Resolution No. 2025-19 and Councilwoman NeSmith-Jackson seconded the motion.

Mayor Barnes and Councilman McCall presented the Resolution to Mr. Bryan Holt, owner of Cru Wine & Tap. Mr. Holt thanked Council for the recognition.

Council voted unanimously (7-0) in favor of the motion. Resolution No. 2025-19 was passed.

**Resolution No. 2025-20**

**A Resolution to recognize June 2025 as Homeownership Month in the City of Florence.**

Councilman McCall made a motion to pass Resolution No. 2025-20 and Councilman Smith seconded the motion.

Mayor Barnes presented the Resolution to Mr. Cliff McBride. Mr. McBride thanked Council for the recognition.



**FLORENCE CITY COUNCIL  
REGULAR MEETING – JUNE 9, 2025**

Pro tem Jebailly asked Mr. McBride to speak about his organization. Mr. McBride explained that he works with South Carolina Legal Services, a statewide nonprofit law firm that assists low-income individuals with civil legal issues. His work primarily focuses on housing matters, such as evictions, foreclosures, and mobile home disputes, advocating for tenants. The organization also addresses issues related to credit, school matters, and domestic relations. Mr. McBride praised the City of Florence for its efforts in addressing housing concerns.

Council voted unanimously (7-0) in favor of the motion. Resolution No. 2025-20 was passed.

**Resolution No. 2025-21**

**A Resolution of Recognition for Bishop Donald Jackson on the occasion of his retirement from Francis Marion University after 31 years of dedicated service.**

Pro tem Jebailly made a motion to pass Resolution No. 2025-21 and Councilman McCall seconded the motion.

Mayor Barnes and Councilwoman NeSmith-Jackson presented the Resolution to Bishop Donald Jackson. Bishop Jackson thanked Council for the recognition.

Council voted unanimously (7-0) in favor of the motion. Resolution No. 2025-21 was passed.

**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, announced that the City of Florence has been officially ranked the third best place to live in South Carolina by U.S. News & World Report. He stated that this recognition reflects the city's collective effort, vision, and commitment to creating a vibrant, welcoming, and progressive community. Mr. Davis thanked the Council for their leadership and for helping make Florence not just a great place to live, but one of the top destinations in the state.

**MAYORAL REPORT**

Mayor Barnes shared that she, along with Mr. Scotty Davis, City Manager, and Mr. Michael Hemingway, Director of Utility Planning and Economic Development, traveled to Washington, D.C. last week to meet with federal legislators and lobbyists regarding funding opportunities for the City of Florence. She noted the City was praised for its professionalism and dedication. She also thanked Councilman McKay for arranging a prior meeting with Senator Lindsey Graham, which helped prepare for the D.C. visit. Additionally, she announced a Crime Prevention and Community Development meeting with local church leaders, nonprofits, and businesses, scheduled for Monday, June 16, 2025, in Council Chambers.

Councilman Braddock highlighted the new steel sculpture fountain on Coit Street, created to honor Florence's steel industry. He noted that Florence ranks first in the nation for steel production and encouraged everyone to visit the sculpture.



**FLORENCE CITY COUNCIL  
REGULAR MEETING – JUNE 9, 2025**

**COMMITTEE REPORTS**

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

Pro Tem Jebaily said the committee discussed the City's ongoing projects and noted that an updated letter was received from the STYX Company regarding the current status of Project Urban Square.

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

Mayor Barnes said the committee discussed the possibility of conducting a study on juvenile crime, as well as the idea of establishing a Youth Council.

**Finance, Audit and Budget Committee, Chaired by Councilman McCall**

Councilman McCall said the committee reviewed the Hospitality Fund projects presented to Council today. The committee also discussed the policy outlined in Bill No. 2025-23.

**EXECUTIVE SESSION**

Mayor Barnes said Council will be entering into Executive Session to receive legal advice on the issuance and sale of Hospitality Fee Revenue Bonds and for a discussion regarding appointments to city Boards and Commissions.

Pro tem Jebaily made a motion to enter into Executive Session and Councilman McCall seconded the motion. Council voted unanimously (7-0) to enter into Executive Session at 2:24pm.

Councilman McCall made a motion to resume open session and Pro tem Jebaily seconded the motion. The motion carried. Council resumed open session at 2:50pm and took action on the following items:

**Bill No. 2025-24 – First Reading**

**A Series Ordinance providing for the issuance and sale of not exceeding fifteen million one hundred thousand dollars (\$15,100,000) Hospitality Fee Revenue Bonds of the City of Florence, South Carolina to be designated Series 2025 and other matters relating thereto.**

Councilman McCall made a motion to pass Bill No. 2025-24 on first reading and Councilwoman NeSmith-Jackson seconded the motion.

Mr. Glenn Bodenheimer, Interim Finance Director, said the proposed ordinance sets the terms for the issuance and sale of the Hospitality Fee Revenue Bonds for the City of Florence. The bond funds would support projects discussed at the May 7, 2025 Budget Work Session to include: a new arena at Pearl Moore Basketball Center, new football fields, and new tennis courts at the Florence Tennis Center. Mr. Bodenheimer said the bond issuance is capped at \$15,100,000, though the City may not issue the full amount.

Council voted unanimously (7-0) in favor of the motion. Bill No. 2025-24 was passed on first reading.





**FLORENCE CITY COUNCIL  
REGULAR MEETING – JUNE 9, 2025**

**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.

Councilman McKay deferred his nomination to the Board.

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

Mayor Barnes deferred all nominations to the Board.

**Veterans Park Committee**

Councilman McKay made a motion to appoint Curtis Sturgeon to the Veterans Park Committee and the motion carried unanimously. Curtis Sturgeon was appointed to the Veterans Park Committee for a term to begin immediately and expire on June 30, 2029.

**Resilience and Sustainability Advisory Committee**

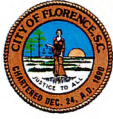
Councilman McKay made a motion to appoint William Edwards to the Resilience and Sustainability Advisory Committee and the motion carried unanimously. William Edwards was appointed to the Resilience and Sustainability Advisory Committee for a term to begin immediately and expire on June 30, 2027.

Councilman McKay made a motion to appoint Chris Cawthon to the Resilience and Sustainability Advisory Committee and the motion carried unanimously. Chris Cawthon was appointed to the Resilience and Sustainability Advisory Committee for a term to begin immediately and expire on June 30, 2027.

**Housing Authority Board of Commissioners**

Councilwoman NeSmith-Jackson made a motion to clarify and confirm that the Assisted Commissioner serving on the Housing Authority Board of Commissioners, as per state law, shall not be appointed to a specific term of office but shall serve until a new appointee is named at the Mayor's discretion and Pro tem Jebaily seconded the motion.

Council voted unanimously (7-0) in favor of the motion. The motion was passed.



**FLORENCE CITY COUNCIL  
REGULAR MEETING – JUNE 9, 2025**

**ADJOURN**

Without objection, the June 9, 2025 Regular meeting of City Council was adjourned at 2:57pm.

Dated this 14<sup>th</sup> day of July 2025.

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Casey C. Moore, Municipal Clerk

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Lethonia Barnes, Mayor

**FLORENCE CITY COUNCIL MEETING**

**DATE:** June 9, 2025

**AGENDA ITEM:** Ordinance

**DEPARTMENT/DIVISION:** City Council

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**I. ISSUE UNDER CONSIDERATION:**

An Ordinance to amend the Business License Ordinance to specify that state and/or federal income tax returns are not required for the initial registration and annual renewal of business licenses.

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

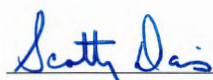
1. In accordance with state law, the current Business License Ordinance allows City staff to request state and/or federal income returns or portions thereof as part of the initial registration and renewal process for business licenses.
2. The City Manager's current policy directs City staff not to request or require the submission of state and/or federal incomes returns as part of the initial registration and renewal process for business licenses.

**III. POINTS TO CONSIDER:**

1. If amended, the Business License Ordinance will formally establish the City Manager's current policy into an Ordinance.
2. The City will retain the authority to review any information deemed necessary and permissible under state law as part of the business licensing auditing process.

**IV. ATTACHMENTS:**

1. Ordinance



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



ORDINANCE NO. 2025 - \_\_\_\_\_

AN ORDINANCE AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF FLORENCE, SOUTH CAROLINA TO UPDATE DOCUMENTATION THAT MAY BE REQUIRED BY THE CITY AS PART OF THE INITIAL REGISTRATION AND ANNUAL RENEWAL OF BUSINESS LICENSES, AND OTHER MATTERS RELATED THERETO.

**WITNESSETH:**

**WHEREAS**, the City of Florence, South Carolina (the “City”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income and requires every person engaging in business with the City limits to obtain a business license; and

**WHEREAS**, the City Council of the City (the “City Council”) desires to promote business-friendly regulations by streamlining documentation required in the initial registration and annual renewal of business licenses; and

**WHEREAS**, the City Council now wishes to amend the current Business License Ordinance to eliminate any requirement that state and/or federal income tax returns are necessary for the initial registration and annual renewal of business licenses within City limits;

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

**Section 1. Amendment Chapter 13, Article I, Division 1, Section 13-5.** Subsection (b) of Section 13-5, entitled “Registration Required,” of Division 1, entitled “2022 Model Business License Ordinance,” of Article 1, entitled “In General,” of Chapter 13, entitled “Occupational Licenses, Taxes and Regulations,” of the Code of Ordinances City of Florence, South Carolina is hereby amended and restated as follows:

- a. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this division by the license official. Applicants shall not be required to submit copies of state and federal income tax returns reflecting gross receipts and gross revenue figures as part of the initial registration and annual renewal of business licenses.

**Section 2. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. 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  
CITY CLERK

**FLORENCE CITY COUNCIL MEETING**

**Bill No. 2025-24  
Second Reading**

**DATE:** June 9, 2025

**AGENDA ITEM:** Ordinance

**DEPARTMENT/DIVISION:** Finance

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**I. ISSUE UNDER CONSIDERATION**

Adoption of a Series Ordinance to establish the terms and conditions for the issuance and sale of Hospitality Fee Revenue Bonds by the City of Florence, South Carolina, in a principal amount not to exceed \$15,100,000. This issuance is authorized under the City's General Bond Ordinance, enacted May 12, 2014. The ordinance also addresses other matters related thereto.

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

1. The City's General Bond Ordinance, adopted May 12, 2014, authorizes the issuance of Hospitality Fee Revenue Bonds to finance eligible capital projects that promote tourism. A separate Series Ordinance must be enacted for each bond issuance.
2. During the May 7, 2025, Budget Work Session, proposed projects for the Hospitality Fund were presented to City Council. Discussions included project scope, estimated costs, timeline, and funding sources.
3. At the May 28, 2025, regular meeting of the Finance Committee, staff presented a proposed capital financing strategy for the identified tourism-related athletic facility improvements.

**III. POINTS TO CONSIDER**

1. This bond issuance, designated Series 2025, is a Hospitality Fee Revenue Bond not to exceed \$15,100,000
2. The proceeds of the Series 2025 Bonds will fund the following projects (collectively, the "2025 Projects"):
  - a. Construction of a new arena at Pearl Moore Gymnasium
  - b. Development of new football fields
  - c. Construction of new tennis courts at the Florence Tennis Center
3. Bond proceeds may also be used to cover costs of issuance and to establish debt service reserves, if required.
4. The Series 2025 Bonds will be payable solely from Hospitality Fee revenues and will not constitute a general obligation of the City. The bonds do not pledge the City's full faith, credit, or taxing power.

**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

## **Project Overview:**

The following recommendations address three priority capital projects proposed for 2025 (“2025 Projects”) that support facility upgrades, program expansion, and long-term community impact. These projects are consistent with our department’s goals to improve access, safety, and recreational capacity across the City. Staff recommends approval to move forward with planning and design, as funding allows.

### **(i) Pearl Moore Gymnasium Expansion**

#### **Recommendation:**

Staff recommends initiating planning and design for a new multi-use arena adjacent to the Pearl Moore Gymnasium.

#### **Rationale:**

The current facility is operating at capacity and cannot accommodate additional programming or large-scale events. A new arena would expand offerings in basketball, volleyball, and other indoor sports. The project supports the City’s sports tourism strategy and addresses increasing public demand for indoor recreation space.

### **(ii) Football Field Complex Renovations**

#### **Recommendation:**

Staff recommends renovation of the current football complex that includes major upgrades and infrastructure improvements, pending available funding.

#### **Scope of Work:**

- Convert three existing football fields to synthetic turf
- Construct a new concession/restroom building between Fields 1 and 2
- Replace all existing lighting with modern, energy-efficient systems
- Install new fencing around individual fields and the entire complex
- Add two secure entry gates for better event management
- Upgrade the press box for improved operations and media use
- Develop a new parking area in the open field behind the football complex to support large tournaments and alleviate congestion

#### **Rationale:**

Turf fields provide greater durability and allow year-round usage. New amenities and improved infrastructure enhance user experience, safety, and operational efficiency. The improvements will better position the complex to host large-scale events and tournaments.

### **(iii) Florence Tennis Center Expansion**

#### **Recommendation:**

Staff recommends moving forward with the expansion of the Florence Tennis Center, with full implementation based on available funding.

#### **Primary Expansion Plans:**

- 8 new hard courts
- 2 new Hydro Grid clay courts
- Lighting for all 10 courts
- Restroom facility accessible to both the tennis and adjacent baseball complex
- Updated fencing to expand the Florence Tennis Center’s footprint and secure the new courts
- Additional Wishlist Items (If Funds Allow):

- 2 additional hard courts
- An enclosed hitting wall for practice
- Extended concrete walkways connecting all courts for ADA accessibility and flow
- Expansion of the northern gravel parking lot to support increased capacity

Rationale:

The Tennis Center regularly reaches capacity during peak seasons and tournament weekends.

Expanded courts and improved amenities will allow for more local programming, improved user experience, and increased potential for hosting USTA-sanctioned tournaments and regional events.

ORDINANCE NO. 2025-\_\_\_\_\_

**SERIES ORDINANCE**

**PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FIFTEEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$15,100,000) HOSPITALITY FEE REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA TO BE DESIGNATED SERIES 2025 AND OTHER MATTERS RELATING THERETO.**

## STATE OF SOUTH CAROLINA

WHEREAS, the City Council (“**City Council**”) of the City of Florence (the “**City**”) enacted a General Bond Ordinance on May 12, 2014 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF THE CITY OF FLORENCE, SOUTH CAROLINA, HOSPITALITY FEE REVENUE BONDS, AND OTHER MATTERS PERTAINING THERETO; PRESCRIBING THE FORM OF BONDS ISSUED HEREUNDER; PLEDGING LOCAL HOSPITALITY FEES TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY,, AND INTEREST ON THE BONDS, AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING,” enacted May 12, 2014 (the “**General Bond Ordinance**”); and

WHEREAS, the Council has determined that it is in the best interest of the City to issue a Series of Bonds for the purposes of acquiring, constructing, furnishing and equipping various City athletic facilities that are “tourism related” as such term is used in Sections 6-1-700 through 6-1-770 of the Code of Laws of South Carolina, 1976, as amended, including without limitation (i) a new arena at the Pearl Moore Gymnasium, (ii) new football fields; and (iii) new tennis courts at the Florence Tennis Center (the “**2025 Projects**”), and (iv) paying Costs of Issuance related thereto; and

WHEREAS, the revenues derived from the City’s Hospitality Fee are now hypothecated and pledged to the payment of the outstanding installments of an original issue of \$4,605,000 Hospitality Fee Revenue Bond Series 2014 dated May 28, 2014; and

WHEREAS, the City finds that the Series 2025 Bonds (as defined below) may be issued on a parity with the Parity Bonds pursuant to Section 3.03 of the General Bond Ordinance; and

WHEREAS, it has been determined that not exceeding \$15,100,000 may be required in order to provide funds for (i) defraying the cost of the 2025 Projects; and (ii) costs related to the financing and providing necessary reserves; and

WHEREAS, Council has been advised by staff that all requirements for the issuance of the Series 2025 Bonds set forth in Section 3.03 of the General Bond Ordinance have been met; and

WHEREAS, by reason of the foregoing, it has been determined to enact this ordinance as a “Series Ordinance” in accordance with the terms and provisions of the General Bond Ordinance.

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

### ARTICLE I

#### DEFINITIONS AND AUTHORITY

##### Section 1.01. Definitions.

The terms defined above and in this Section 1 and all words and terms defined in the General Bond Ordinance (the General Bond Ordinance, as from time to time amended or supplemented by Supplemental Ordinances, being defined as the “**Ordinance**”) (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this Supplemental Ordinance have the respective meanings given to them in the Ordinance and in this Section 1.



***“2025 Construction Fund”*** shall mean that fund established pursuant to the Ordinance and Section 5 of this 2025 Series Ordinance.

***“2025 Debt Service Reserve Fund Account”*** shall mean an account that may be created with respect to the Series 2025 Bonds pursuant to Section 6 of the General Bond Ordinance and Section 5(e) of this 2025 Series Ordinance.

***“2025 Debt Service Reserve Requirement”*** shall mean, in the event the 2025 Debt Service Reserve Fund Account is established with respect to the Series 2025 Bond and as of any date of calculation, the least of (a) the sum of the greatest remaining annual principal and interest requirement for the then-current and each future Fiscal Year with respect to the Series 2025 Bond or (b) the sum of ten percent (10%) of the proceeds (excluding accrued interest) from the sale of the Series 2025 Bond at the time of issuance of such Series or (c) the sum of one hundred twenty-five percent (125%) of the average annual principal and interest requirement for the then-current and each future Fiscal Year with respect to the amount of the Series 2025 Bond Outstanding or (d) the maximum amount permitted by the Code to be funded with proceeds of the Series 2025 Bond and to be invested without restriction as to yield.

***“2025 Projects”*** shall mean acquiring, constructing, furnishing and equipping various City athletic facilities that are “tourism related” as such term is used in Sections 6-1-708 through 6-1-770 of the Code of Laws of South Carolina, 1976, as amended, including without limitation (i) a new arena at the Pearl Moore Gymnasium, (ii) new football fields; and (iii) new tennis courts at the Florence Tennis Center.

***“2025 Series Ordinance”*** shall mean this ordinance, by which the issuance of the Series 2025 Bonds is authorized.

***“Authorized Representative”*** shall mean the Mayor or the City Manager and any other Person or Persons designated to act on behalf of the City by written certificate of the City Manager furnished to the Trustee.

***“City Manager”*** shall mean the City Manager of the City or the Acting City Manager or Interim City Manager, as the case may be, or his designee.

***“Interest Payment Date”*** shall mean, with respect to the Series 2025 Bonds, December 1, 2025 and any June 1 or December 1 thereafter (until the principal of the Series 2025 Bonds has been paid in full) or such other dates as determined by the City Manager upon advice of the City’s Municipal Advisor.

***“Mayor”*** shall mean the Mayor of the City, or in her absence, the Mayor Pro Tempore of the City.

***“Series 2025 Bonds”*** shall mean the City’s Hospitality Fee Revenue Bond, Series 2025, in the aggregate principal amount of not exceeding \$15,100,000 authorized to be issued hereunder.

***“Trustee”*** shall mean The Bank of New York Mellon Trust Company, N.A., successor trustee appointed in accordance with the provisions of the General Bond Ordinance.

***“Underwriter”*** shall mean the underwriter with respect to the Bonds selected pursuant to Section 9 of this Ordinance.

**Section 3      Authorization of Series 2025 Bonds, Maturities, Interest Rates, and Mandatory Redemption Provisions.**

(a) There is hereby authorized to be issued a Series of Bonds designated "Hospitality Fee Revenue Bond, Series 2025" (the "***Series 2025 Bonds***") in the total principal amount of not exceeding Fifteen Million One Hundred Thousand Dollars (\$15,100,000) for the purpose of (1) defraying the cost of the 2025 Projects, and (2) paying the Costs of Issuance of the Series 2025 Bonds. The Mayor is hereby authorized to establish the principal amount of the Series 2025 Bonds, not to exceed \$15,100,000, as well as the maturity schedule, not to exceed thirty (30) years, and payment dates with respect thereto, and to establish the Series 2025 Debt Service Reserve Fund Account. The Mayor is hereby delegated the authority to select a bank or trust company to serve as trustee, paying agent, and bond registrar under the Indenture upon the advice of the City's financial advisor.

(b) The Series 2025 Bonds shall be issued as fully registered Bonds in the denominations of \$5,000 and integral multiples of \$5,000. The Series 2025 Bonds shall be dated as of their date of delivery, shall mature on June 1 in the years and in the principal amounts, and shall be subject to mandatory sinking fund redemption on such dates and in such amounts as approved by the City Manager, upon advice of the City's Municipal Advisor, provided that the aggregate principal amount may not exceed \$15,100,000 and the final maturity date shall not be later than thirty (30) years from the date of delivery thereof. The Series 2025 Bonds shall bear interest at such rates as named by the Underwriter at the sale thereof; provided that the aggregate net interest rate shall not exceed 6.00% per annum.

(c) Principal of and interest on the Series 2025 Bonds when due, shall be payable at the designated corporate trust office of the Trustee. The Bonds shall be numbered and designated in any manner as the City, with the concurrence of the Trustee, if any, shall determine. Each Bond of a Series shall bear interest from the interest payment date immediately preceding the date of its authentication, unless authentication shall be upon an interest payment date, in which case, it shall bear interest from its authentication, or unless authentication shall precede the first interest payment date for the Bond, in which case it shall bear interest from the date of its delivery; provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding interest payment date therefor, it shall bear interest from the next succeeding interest payment date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on the Bond is in default, it shall bear interest from the date to which interest on it has been paid or if no interest has been paid, the Bond shall bear interest from the date of delivery thereof or as otherwise provided in the Series Ordinance authorizing the issuance of the Bond.

(d) The Series 2025 Bonds shall be in substantially the form attached hereto as ***Exhibit A***, with any necessary or appropriate variations, omissions, and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance, and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this 2025 Series Ordinance.

(e) The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), is hereby appointed to act as Trustee under the Bond Ordinance and this 2025 Series Ordinance; the Trustee shall signify its acceptance of the duties of the Trustee under the Bond Ordinance and this 2025 Series Ordinance upon delivery of the Series 2025 Bonds, which such acceptance shall be incorporated herein by reference.

As long as any Series 2025 Bond remains Outstanding, the City shall maintain a Registrar therefor. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Registrar, with respect to the Series 2025 Bonds, under the General Bond Ordinance (in such capacity, the "Registrar") and this 2025 Series Ordinance; the Registrar shall signify its acceptance of the duties of the Registrar under the General Bond Ordinance and this 2025 Series Ordinance upon delivery of the Series 2025 Bonds. The

Series 2025 Bonds shall be presented for payment and for registration of transfers and exchanges and notices and demands to or upon the Trustee and the City in respect of the Series 2025 Bonds may be served, at the corporate trust office of the Registrar.

(f) The Series 2025 Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC"), and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Series 2025 Bonds. As long as the Series 2025 Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of, premium, if any, and interest on Series 2025 Bonds shall be made and given, respectively, to DTC.

Notwithstanding anything to the contrary herein, so long as the Series 2025 Bonds are being held under a book-entry system, transfers of beneficial ownership of the Series 2025 Bonds will be effected pursuant to rules and procedures established by the Securities Depository.

As long as a book-entry system is in effect for the Series 2025 Bonds, the Securities Depository Nominee will be recognized as the Holder of the Series 2025 Bonds, subject to the provisions of the Bond Ordinance and this 2025 Series Ordinance as to the rights of the Insurer, for the purposes of (i) paying the principal of, premium, if any, or interest on the Series 2025 Bonds, (ii) giving any notice permitted or required to be given to Holders under this 2025 Series Ordinance, (iii) registering the transfer of such Series 2025 Bonds, and (iv) requesting any consent or other action to be taken by the Holders of such Series 2025 Bonds, and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary.

Neither the Trustee nor the City shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2025 Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Series 2025 Bonds.

The Trustee shall pay all principal of and premium, if any, and interest on the Series 2025 Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Series 2025 Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Series 2025 Bonds.

In the event that the City determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Series 2025 Bonds, or that the interests of the beneficial owners of the Series 2025 Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Trustee of such determination. In such event, the City shall execute and the Trustee shall authenticate, register and deliver physical certificates for the Series 2025 Bonds in exchange for the Series 2025 Bonds registered in the name of the Securities Depository Nominee. Prior to any transfer of the Series 2025 Bonds outside of a book-entry system (including, but not limited to, the initial transfer outside of a book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

In the event that the Securities Depository discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in (f) above.

In connection with any notice or other communication to be provided to the Holders of the Series 2025 Bonds by the City or by the Trustee with respect to any consent or other action to be taken by the Holders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(g) In addition to the pledge of and lien Hospitality Fee Revenues provided for in the General Bond Ordinance, the Series 2025 Bonds may be made payable from and secured by any other source of funds or security lawfully available for such purpose.

#### **Section 4. Optional and Mandatory Redemption of Series 2025 Bonds.**

The Series 2025 Bonds may be made subject to optional and/or mandatory sinking fund redemption as determined by the City Manager in consultation with the City's bond counsel and financial advisor.

#### **Section 5. Establishment of Funds.**

There are hereby established as provided in the Section 6.05 of the Ordinance the following:

(a) There is hereby established the 2025 Construction Fund. The 2025 Construction Fund shall be held by the City or, at the option of the City, the Trustee.

(b) Withdrawals from the 2025 Construction Fund shall be made only upon written certificate of an Authorized Representative. The City hereby authorizes the Trustee to disburse the moneys in the 2025 Construction Fund to the persons entitled thereto in accordance with instructions of an Authorized Representative in the form referred to below, only for the purpose of defraying the Costs of the 2025 Projects and Costs of Issuance with respect to the 2025 Projects financed.

(c) Payments made from the 2025 Construction Fund shall be made by the Trustee only upon receipt of the certificate below described:

(1) A requisition signed by an Authorized Representative stating, with respect to each payment:

(i) the amount to be paid;

(ii) the nature and purpose of the obligation for which the payment is requested;

(iii) the person to whom the obligation is owed or to whom a reimbursable advance has been made;

(iv) that the obligation has been properly incurred and is a proper charge against the 2025 Construction Fund and has not been the basis of any previous withdrawal;

(v) that it has not received notice of any mechanic's, materialmen's or other liens or right to liens or other obligations (other than those being contested in good faith) which should be satisfied or discharged before payment of the obligation is made; and

(vi) that the payment does not include any amount which is then entitled to be retained under any holdbacks or retainages provided for in any agreement.

(2) With respect to any requisition for payment for work, materials, or supplies, a certificate signed by an Authorized Representative certifying that, insofar as the obligation was incurred for work, materials, or supplies in connection with the acquisition, construction, or installation of the 2025 Projects, the work was actually performed in a satisfactory manner, and the materials or supplies were actually used in or for the acquisition, construction, or installation of or delivered to the 2025 Projects for that purpose in accordance with the approved plans and specifications; and

(3) Copies of all bills, invoices, or statements for all expenses for which the disbursement is requested.

(d) In making any payment from the 2025 Construction Fund, the Trustee shall conclusively rely on directions, requisitions, and certifications delivered to it pursuant to this Section 5, and the Trustee shall not have any liability with respect to making payments in accordance with directions, requisitions, and certifications or any liability with respect to the proper application hereof by the City. The Trustee shall be liable only for its own negligent and willful misconduct.

(e) As provided for in Section 6.04(a) of the General Bond Ordinance, the 2025 Debt Service Reserve Fund Account may be established and maintained with respect to the Series 2025 Bond if required by the Purchaser. The Series 2025 Debt Service Reserve Fund Account shall be in an amount equal to the Series 2025 Debt Service Reserve Requirement and may be funded in whole or in part from the proceeds of the Series 2025 Bond or upon such other terms as shall be established by the City Manager and not inconsistent with Section 6.04 of the General Bond Ordinance.

#### **Section 6. Use and Disposition of Proceeds of the Series 2025 Bonds.**

(a) Upon the delivery of the Series 2025 Bonds and receipt of the proceeds thereof, such proceeds (less Underwriter's discount) and other available funds shall be disposed of as described in a certificate of the City. Such proceeds of the Series 2025 Bonds shall be deposited into the 2025 Construction Fund maintained by the Trustee to be utilized to pay Project Costs and Costs of Issuance of the Series 2025 Bonds.

(b) If all of the Bonds issued pursuant to the General Ordinance shall have been paid and discharged, then the obligations of the City under the Ordinance, the pledge of the Hospitality Fee Revenues made hereby, and all other rights granted hereby shall cease and determine.

(c) Upon the completion of the 2025 Projects, the Trustee shall transfer any moneys held in the 2025 Construction Fund and not needed to pay Project Costs as set forth in a certificate of an Authorized Representative to the Debt Service Funds, and such funds shall be used only to (i) pay the principal of, premium, if any, and interest on the Series 2025 Bonds; (ii) acquire outstanding Series 2025 Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof; or (iii) apply to other lawful purposes as permitted under the Enabling Act, provided an opinion of Bond Counsel is provided to the Trustee that such disposition will not jeopardize the tax-exemption of interest on the Series 2025 Bonds.

**Section 7.**                    **Certain Findings and Determinations.**

The City finds and determines:

(a)        This 2025 Series Ordinance supplements the General Bond Ordinance, constitutes and is a “Series Ordinance” within the meaning of the quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b)        The Series 2025 Bonds constitutes and are “Bonds” within the meaning of the quoted word as defined and used in the Ordinance.

(c)        The Hospitality Fee Revenues pledged under the General Bond Ordinance are not encumbered by any lien or charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the Ordinance providing for payment and security of the Bonds.

(d)        There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute an Event of Default under the General Bond Ordinance.

(e)        The Series 2025 Bonds is being issued for the purposes described in Section 3 of this 2025 Series Ordinance.

**Section 8.**                    **Continuing Disclosure.**

(a)        Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the City has covenanted to file with a central repository for availability in the secondary bond market, when requested, an annual independent audit, within 30 days of its receipt of the audit; and event specific information within 30 days of an event adversely affecting more than five (5%) percent of its revenue or tax base. The only remedy for failure by the City to comply with the covenant in this Section 8 shall be an action by the Holders of the Series 2025 Bonds for specific performance of this covenant. The City specifically reserves the right to amend this covenant to reflect any change in or repeal of Section 11-1-85, without the consent of any Bondholder.

b)        In addition, the City hereby covenants and agrees for the benefit of the Holders of the Series 2025 Bonds that it will execute and deliver the Continuing Disclosure Undertaking to the Underwriter on the date of delivery of the Series 2025 Bonds and that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this 2025 Series Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default under the Ordinance; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this paragraph.

Failure to comply with either paragraph (a) or (b) of this Section 8 shall not constitute an Event of Default hereunder or under the Series 2025 Bonds.

**Section 9.**                    **Award of Series 2025 Bonds.**

(a)        The Bonds shall be sold at a negotiated sale to one or more underwriters (the “Underwriter”), selected by the City Manager upon terms and conditions, not inconsistent with the terms of this Ordinance, determined by the City Manager to be most advantageous to the City, upon the advice

of the City's Bond Counsel and Financial Advisor.

(b) The Mayor is hereby authorized and directed to execute and deliver a Series of Bonds to the Underwriter in accordance with the terms of the bond purchase agreement or agreements to be entered into with the Underwriter (collectively, the "Purchase Contract"), as approved by the Mayor; provided however, that no Series of Bonds shall not be sold at a price of less than the par amount thereof unless otherwise approved by resolution adopted by the Council.

(c) Council hereby agrees to and authorize the entering into by the City of the Purchase Contract with the Underwriter for the purchase of the Bonds, which shall include terms which are fair and reasonable and in the best interest of the City in the discretion of the Mayor upon the advice of bond counsel; and that the Bonds shall be sold to the Underwriter upon the terms and conditions set forth in the Purchase Contract and upon the basis of the representations therein set forth. The Council hereby authorize and direct the Mayor to execute the Purchase Contract, in such form as he shall approve upon the advice of bond counsel, and deliver it to the Underwriter.

(d) The Council hereby authorizes one or more Preliminary Official Statements of the City relating to the Series 2025 Bonds, with any modification as the City Manager approves; the Council hereby authorizes the distribution of such Preliminary Official Statements, in printed and/or electronic format, in connection with the sale of the Series 2025 Bonds, and hereby authorizes the City Manager to deem it or them, as the case may be, final within the meaning of Securities and Exchange Commission Rule 15(c)(2)-12; the Council further authorizes the preparation and distribution of one or more final Official Statements, in printed and/or electronic format, following the sale of the Series 2025 Bonds; the City Manager is hereby authorized and directed to deliver such Official Statements to the purchaser of the Series 2025 Bonds; and the Council hereby authorizes the use of the Official Statements and the information contained therein in connection with the public offering and sale of the Series 2025 Bonds by the Underwriter.

(e) A copy of this 2025 Series Ordinance shall be filed with the minutes of this meeting.

(f) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the Ordinance and to perform all other actions as they shall consider necessary or advisable in connection with the issuance, sale, and delivery of the Series 2025 Bonds.

#### **Section 10. Sale of Bond as a Single Instrument.**

Notwithstanding any provision of this Ordinance to the contrary, the Bonds authorized hereby, if so determined by the City Manager, upon advice of the City's Financial Advisor, may be issued in the form of a single Bond. In the event the Bond is issued as a single Bond, the following shall apply:

(a) The dated date of the Bond shall be the date of its delivery, and the Bond shall bear interest from such date;

(b) The City Manager may require that the Bond bear a single, fixed rate of interest and may also provide that the Bond be payable by way of annual payments of principal and interest.

(c) The form of the Bond attached hereto shall be appropriately modified;

(d) If so determined by the City Manager and consented to by the Trustee, the Bond shall not be issued in book-entry only form, and, in lieu thereof, shall be registered in the name of the Holder as



directed by the purchaser thereof.

(e) An official statement need not be prepared in connection with the sale of the Bond, and, in which case, the delivery of the Bond shall be conditioned upon the delivery by the purchaser thereof at closing of a certificate in form satisfactory to bond counsel regarding the suitability of the purchaser and restrictions on transfer of the Bond.

(f) The City Manager may determine that the Bond may be sold directly to a Bank or other financial institution without an Underwriter being selected pursuant to Section 9 of this ordinance.

#### **Section 11. Electronic Means.**

The Trustee shall have the right to accept and act upon directions or instructions in connection with the 2025 Bonds and delivered using Electronic Means (defined below); provided, however, that the City shall provide to the Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustee's understanding of such directions or instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

#### **Section 12. Tax Exemption of Series 2025 Bonds**

(a) The City will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2025 Bonds, including without limitation, the requirement to file an information report with the Internal Revenue Service and the requirement to comply with the provisions of Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations pertaining to the rebate of certain investment earnings on the proceeds of the Series 2025 Bond to the United States Government.

(b) The City further represents and covenants that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2025 Bonds to become included in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder. Without limiting the generality of the foregoing, the City represents and covenants that:

(i) All property provided by the net proceeds of the Series 2025 Bonds will be owned by the City in accordance with the rules governing the ownership of property for federal income tax purposes.

(ii) The City shall not permit any facility refinanced or financed with the proceeds of the Series 2025 Bonds to be used in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (ii) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(iii) The City is not a party to nor will it enter into any contracts with any person for the use or management of any facility financed or refinanced or financed with the proceeds of the Series 2025 Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13 of the Internal Revenue Service.

(iv) The City will not sell or lease any property refinanced or financed by the Series 2025 Bond to any person unless it obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Series 2025 Bonds.

(v) The Series 2025 Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The City shall not enter into any leases or sales or service contracts with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Series 2025 Bonds.

### **Section 13. Interested Parties**

Nothing in the Ordinance or this 2025 Series Ordinance, expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and the Registered Holder of the Series 2025 Bonds, any right, remedy or claim under or by reason of the Ordinance or this 2025 Series Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the Ordinance and this 2025 Series Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Holder of the Series 2025 Bonds.

**Section 14. Additional Provisions.** The Ordinance remains in full force and effect and shall govern the issuance of the Series 2025 Bonds.

**Section 15. Additional Actions and Documents.** The Mayor, City Manager, and Clerk are fully authorized and empowered to take any further action and to execute and deliver any closing documents as may be necessary and proper to effect the delivery of the Series 2025 Bonds in accordance with the terms and conditions hereinabove set forth, and the action of the officers or any one or more of them in executing and delivering any documents, in the form as he, she, or they shall approve, is hereby fully authorized.

**Section 16.**      **Section Headings.** The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this 2025 Series Ordinance.

**Section 17.**      **Severability.** If any one or more of the covenants or agreements provided in this 2025 Series Ordinance on the part of the City or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2025 Series Ordinance.

**Section 18.**      **Effective Date.** This 2025 Series Ordinance shall become effective immediately upon its enactment.

ENACTED this 14<sup>th</sup> day of July, 2025.

ATTEST:

SIGNED:

\_\_\_\_\_  
Casey Moore, Clerk to City Council

\_\_\_\_\_  
Lethonia Barnes, Mayor

COUNCIL VOTE:

OPPOSED:

ABSENT:

\_\_\_\_\_  
Approved as to Form and Content  
Haynsworth Sinkler Boyd, P.A., City Attorney

## FORM OF BOND

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 CITY OF FLORENCE  
 HOSPITALITY FEE REVENUE BOND  
 SERIES 2025

NO. R-1

\$ \_\_\_\_\_

INTEREST RATE

\_\_\_\_\_%

FINAL MATURITY DATE

\_\_\_\_\_

ORIGINAL DATE OF ISSUE

\_\_\_\_\_, 2025

REGISTERED HOLDER:

\_\_\_\_\_

PRINCIPAL SUM:

\_\_\_\_\_ AND NO/100 DOLLARS

**THE CITY OF FLORENCE, SOUTH CAROLINA (the "City")** acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, the Holder identified above, or its registered assigns, the principal amount set forth above on the maturity date set forth above, unless this bond shall have been redeemed prior thereto as hereinafter provided, and to pay interest on such principal amount from the most recent June 1 or December 1 to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum (calculated on the basis of a 360-day year of twelve 30-day months) set forth above payable on June 1 or December 1 (each a "Bond payment Date") of each year commencing \_\_\_\_ 1, 20\_\_\_\_, until the obligation of the City with respect to the payment of such principal amount shall be discharged.

[Unredeemed portions of the Series 2025 Bond (as defined below) shall be subject to optional redemption [in whole but not in part] [at any time] at a redemption price of \_\_\_\_% of the principal amount to be redeemed plus accrued interest to the date of redemption. In the event this Series 2025 Bond shall be called for optional redemption, notice of redemption shall be given by first-class mail at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption prior to the redemption date, to the Registered Holder of this Series 2025 Bond to be redeemed at the address shown on the Books of Registry. Interest on this Series 2025 Bond to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the City defaults in making due provisions for the payment of the redemption price thereof].

The principal and interest so payable on a Bond Payment Date will be paid to the person in whose name this bond is registered at the close of business on the 15th day of the month immediately preceding such Bond Payment Date (the "Record Date").

**THIS SERIES 2025 BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND SECTION 6-1-760(B) OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (COLLECTIVELY, THE "ENABLING STATUTE"), AND DOES NOT**

**CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY STATE CONSTITUTIONAL PROVISIONS (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE CONSTITUTION OF THE STATE OF SOUTH CAROLINA, 1895, AS AMENDED, AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES PERMITTED THEREIN) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND.**

This Series 2025 Bond and the interest hereon are exempt from all State, City, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer or certain franchise taxes. This Series 2025 Bond shall not be entitled to any benefit under the General Bond Ordinance (as hereinafter defined) or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorized officer of the City as Bond Registrar.

This bond is one of a series of bonds (the "Series 2025 Bonds") of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$\_\_\_\_\_, pursuant to a General Bond Ordinance enacted by the City Council of the City on May 12, 2014, and a 2025 Series Ordinance enacted by the City Council of the City on \_\_\_\_\_, 2025 (collectively, the "*Ordinance*"), and under and in full compliance with the Constitution and Statutes of the State of South Carolina, including particularly Section 14, Paragraph 10 of Article X of the Constitution of the State of South Carolina, 1895, as amended, and the Enabling Statute. The Series 2025 Bonds are issued as fully registered bonds (and may only be so issued).

All principal, interest, or other amounts due hereunder shall be payable only to the Registered Holder hereof. The Bank of New York Mellon Trust Company, N.A., is the Registrar for this Series 2025 Bond and as such will maintain the Books of Registry for the registration or transfer hereof. This Series 2025 Bond may not be transferred except by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the City as Bond Registrar duly executed by the Registered Holder of this Series 2025 Bond or his duly authorized attorney. Any purported assignment in contravention of the foregoing requirements shall be, as to the City, absolutely null and void. The person in whose name this Series 2025 Bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of and interest on this Series 2025 Bond shall be made only to or upon the order of the Registered Holder or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the City upon this Series 2025 Bond to the extent of the sum or sums paid. No person other than the Registered Holder shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this Series 2025 Bond against the City.

The City shall not be required (a) to exchange or transfer this Series 2025 Bond (i) from the Record Date to the next succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following the selection of portions of the Series 2025 Bond to be redeemed or thereafter until after the first publication or mailing of any notice of redemption or (b) to transfer this Series 2025 Bond once called for redemption.

The principal of, premium, if any, and interest on this Series 2025 Bond are payable solely from and secured by a lien upon the Hospitality Fee Revenues (as defined in the Ordinance). The pledge of and lien upon the Hospitality Fee Revenues given to secure this Series 2025 Bond has priority over all other pledges of Hospitality Fee Revenues and liens against the same, except as to such additional Bonds as may hereafter be issued pursuant to and in accordance with the terms of the Ordinance, which, when issued, shall be on a parity in all respects with this Series 2025 Bond.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on this Series 2025 Bond against the several funds of the City, except in the manner and to the extent provided in the Ordinance, nor shall the credit or taxing power of the City be deemed to be pledged to the payment of this Series 2025 Bond. This Series 2025 Bond shall not be a charge, lien, or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts, or revenues of the City, other than the Hospitality Fee Revenues that have been pledged to the payment thereof, and this Series 2025 Bond is payable solely from the Hospitality Fee Revenues pledged to the payment thereof and the City is not obligated to pay the same except from the Hospitality Fee Revenues.

Whenever the terms of this Series 2025 Bond require any action be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in any state where the corporate trust office of the trustee or custodian, if then appointed, is located, the action shall be taken on the first business day occurring thereafter.

The Ordinance contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the City made therein may be discharged at or prior to the maturity of this Series 2025 Bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the Registered Holder of this Series 2025 Bond. Reference is hereby made to the Ordinance, to all the provisions of which any Registered Holder of this Series 2025 Bond by the acceptance hereof thereby assents.

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this Series 2025 Bond exist, have happened, and have been done and performed in regular and due time, form, and manner, and that the amount of this Series 2025 Bond does not exceed any constitutional or statutory limitation thereon.

*[Signatures appear on the following page]*

**IN WITNESS WHEREOF, THE CITY OF FLORENCE, SOUTH CAROLINA**, has caused this Series 2025 Bonds to be signed in its name by the manual signature of the Mayor, and attested by the manual signature of the Clerk, under the Seal of the City of Florence, South Carolina, impressed or reproduced hereon.

**CITY OF FLORENCE, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk to Florence City Council

**CERTIFICATE OF AUTHENTICATION**

This Bond is the Bond designated herein and issued under the provisions of the within-mentioned Ordinance.

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**, as Bond Registrar

\_\_\_\_\_  
Authorized Official

Date of Authentication: \_\_\_\_\_



The following abbreviations, when used in the inscription on the face of this Series 2025 Bonds, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants in entireties  
JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_  
(Cust.)

Custodian \_\_\_\_\_  
(Minor)

Under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used, though not in the above list.

#### ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of the CITY OF FLORENCE, SOUTH CAROLINA, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agent Medallion Program ("**STAMP**") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

STATE OF SOUTH CAROLINA

)

)

COUNTY OF FLORENCE

)

**CERTIFIED COPY OF ORDINANCE**

I, the undersigned, Clerk to Florence City Council (the "*Council*"), the governing body of the City of Florence, South Carolina (the "*City*"), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance enacted by the Council on July 14, 2025. The Ordinance was read at two public meetings of the Council on two separate days, June 9, 2025, and July 14, 2025. An interval of at least six days occurred between each reading of the Ordinance. At each such meeting, a quorum of the Council was present and remained present throughout the meeting.

The meetings held on June 9, 2025, and July 14, 2025, were duly called regular meetings of the Council. As required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, a notice of said meeting (including the date, time, and place thereof, as well as an agenda) was posted on the City's website and prominently in the City Center of the City at least twenty-four hours prior to said meeting. In addition, the local news media and all persons requesting notification of meetings of the Council were notified of the time, date, and place of such meeting, and were provided with a copy of the agenda therefor at least twenty-four hours in advance of such meeting.

The original of the Ordinance is duly entered in the permanent records of the City in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

**IN WITNESS WHEREOF**, I have hereunto set my Hand and the Seal of the City of Florence, South Carolina, this \_\_\_\_\_ day of July, 2025

(SEAL)

---

Clerk to Council, City of Florence, South Carolina

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An ordinance to update business license classifications

**DEPARTMENT/DIVISION:** Finance

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**I. ISSUE UNDER CONSIDERATION**

For City Council's consideration is an ordinance to update Appendix B of the City's current Business License Ordinance as required by section 6-1-400 to 6-1-420 of the South Carolina Code of Laws.

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

No prior action has been taken on this ordinance.

**III. POINTS TO CONSIDER**

1. Act No. 176 of 2020, also known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to 6-1-420 (the "Standardization Act"), establishes uniform requirements for the administration of municipal business license taxes.
2. The Standardization Act mandates that by December thirty-first of every odd-numbered year, a taxing jurisdiction levying a business license tax shall adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the Revenue and Fiscal Affairs Office. The Municipal Association of South Carolina shall determine and revise the Standardized Business License Class Schedule every even year using the latest available nationwide Internal Revenue Service statistics for the calculation of profitability of businesses and using the latest business classification codes of the latest North American Industry Classification System (NAICS).
3. Failure to adopt the attached ordinance would result in the City being out of compliance with South Carolina law, potentially exposing it to legal or administrative risk.

**IV. STAFF RECOMMENDATION**

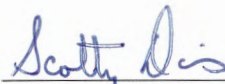
Approval and adoption of the attached ordinance to ensure continued compliance with state law.

**V. ATTACHMENTS**

A copy of the proposed ordinance is attached.



Glenn A. Bodenheimer  
Interim Finance Director



Scotty Davis  
City Manager

**AN ORDINANCE  
AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF FLORENCE TO  
UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.**

**WHEREAS**, the City of Florence (the “Municipality”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

**WHEREAS**, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office;

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-04 on March 8, 2021, in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

**WHEREAS**, the City Council of the Municipality (the “Council”) now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Florence, as follows:

**SECTION 1. Amendments to Appendix B.** Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.

**SECTION 2. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

**ENACTED IN REGULAR MEETING**, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the  
Current Business License Ordinance**

**APPENDIX B**

**Classes 1 – 8: Business License Class Schedule by NAICS Codes**

| <b>NAICS<br/>Sector/Subsector</b> | <b>Industry Sector</b>   | <b>Class</b> |
|-----------------------------------|--|--------------|
| <b>11</b>                         | Agriculture, forestry, hunting and fishing                               | 1            |
| <b>21</b>                         | Mining   | 3            |
| <b>22</b>                         | Utilities  | 1            |
| <b>31 - 33</b>                    | Manufacturing  | 3            |
| <b>42</b>                         | Wholesale trade  | 1            |
| <b>44 - 45</b>                    | Retail trade   | 1            |
| <b>48 - 49</b>                    | Transportation and warehousing   | 2            |
| <b>51</b>                         | Information  | 4            |
| <b>52</b>                         | Finance and insurance  | 7            |
| <b>53</b>                         | Real estate and rental and leasing                                       | 6            |
| <b>54</b>                         | Professional, scientific, and technical services                         | 4            |
| <b>55</b>                         | Management of companies  | 7            |
| <b>56</b>                         | Administrative and support and waste management and remediation services | 3            |
| <b>61</b>                         | Educational services   | 3            |
| <b>62</b>                         | Health care and social assistance  | 3            |
| <b>71</b>                         | Arts, entertainment, and recreation                                      | 3            |
| <b>721</b>                        | Accommodation  | 1            |
| <b>722</b>                        | Food services and drinking places  | 2            |
| <b>81</b>                         | Other services   | 3            |
|                                   |  |              |
| <b>Class 8</b>                    | <b>Subclasses</b>  |              |
| <b>23</b>                         | Construction   | 8.1          |
| <b>482</b>                        | Rail Transportation  | 8.2          |
| <b>517111</b>                     | Wired Telecommunications Carriers  | 8.3          |
| <b>517112</b>                     | Wireless Telecommunications Carriers (except Satellite)                  | 8.3          |
| <b>517122</b>                     | Agents for Wireless Telecommunications Services                          | 8.3          |
| <b>5241</b>                       | Insurance Carriers   | 8.4          |
| <b>5242</b>                       | Insurance Brokers for non-admitted Insurance Carriers                    | 8.4          |
| <b>713120</b>                     | Amusement Parks and Arcades  | 8.51         |
| <b>713290</b>                     | Nonpayout Amusement Machines   | 8.52         |
| <b>713990</b>                     | All Other Amusement and Recreational Industries (pool tables)            | 8.6          |
|                                   |  |              |

*2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.*

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to amend Ordinance No. 2024-14 entitled “a series Ordinance making provision for the terms and conditions of an issue of combined waterworks and sewerage system capital improvement revenue bonds of the City of Florence, SC, in one or more series, in the aggregate principal amount of not exceeding \$270,000,000 as authorized by a bond ordinance of the City of Florence, SC, adopted October 24, 1989, as amended; authorizing the issuance of bond anticipation notes; and other matters relating thereto” to add additional improvement to the City’s waterworks and sewerage system to be paid from the proceeds of bonds authorized therein and other matters relating thereto.

**DEPARTMENT/DIVISION:** Finance

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**I. ISSUE UNDER CONSIDERATION**

For City Council consideration is an ordinance to specify the definition of “Projects” to include additional water and sewer system improvements.

**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 specify the scope of projects allowed under the original series ordinance.
2. Expands the definition of "Projects" to include additional water and sewer system improvements. In addition to previously approved work (like expanding the Surface Water Treatment Plant, addressing PFAS, and upgrading the Jeffries Creek Sewer Interceptor), the updated project list now includes:
  - Sewer system maintenance in East Florence
  - Improvements to the Timmonsville-Florence Interceptor
  - Other general system maintenance items
3. Allows the bonds to be named “Series 2025 Bonds” or another appropriate designation.
4. Leaves all other provisions of the original ordinance unchanged.

**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

TO AMEND ORDINANCE 2024-14 ENTITLED

“A SERIES ORDINANCE MAKING PROVISION FOR THE TERMS AND CONDITIONS OF AN ISSUE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM CAPITAL IMPROVEMENT REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$270,000,000 AS AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF FLORENCE, SOUTH CAROLINA, ADOPTED OCTOBER 24, 1989, AS AMENDED; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES; AND OTHER MATTERS RELATING THERETO” TO ADD ADDITIONAL IMPROVEMENT TO THE CITY’S WATERWORKS AND SEWERAGE SYSTEM TO BE PAID FROM THE PROCEEDS OF BONDS AUTHORIZED THEREIN AND OTHER MATTERS RELATING THERETO.

WHEREAS, on September 9, 2024, the City Council (“**City Council**”) of the City of Florence (the “**City**”) enacted an ordinance entitled “A SERIES ORDINANCE MAKING PROVISION FOR THE TERMS AND CONDITIONS OF AN ISSUE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM CAPITAL IMPROVEMENT REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$270,000,000 AS AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF FLORENCE, SOUTH CAROLINA, ADOPTED OCTOBER 24, 1989, AS AMENDED; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES; AND OTHER MATTERS RELATING THERETO” (the “**Bond Ordinance**”); and

WHEREAS, the Bond Ordinance defines the “Projects” to be paid from the proceeds of the Bonds authorized in the Bond Ordinance (the “**Bonds**”) as “certain capital improvements to the System, specifically, expanding the City’s Surface Water Treatment Plant and upfitting the City’s water system to address PFAS issues, and rehabilitating and upgrading the Jeffries Creek Sewer Interceptor”; and

WHEREAS, since the enactment of the Bond Ordinance staff has resized certain components of the Projects and, based on a determination for the need therefor, determined that additional capital items should be included in the Projects as defined in the Bond Ordinance.

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

1. The definition of the “Projects” is replaced in its entirety by the following:

“Projects” means acquiring, constructing, furnishing, and equipping certain capital improvements to the System, including but not limited to, expanding capacity at the City’s Surface Water Treatment Plant and upfitting the City’s water system to address PFAS issues, rehabilitating and upgrading the Jeffries Creek Sewer Interceptor, capital maintenance upgrades to the Sewerage System in east Florence, improvements to the Timmonsville-Florence Interceptor, and other maintenance items with respect to the System.

2. The Bonds may be designated the “Series 2025 Bonds” or using any such other designation as may be appropriate based on the date and circumstances thereof.

3. Except as specifically and expressly amended above, all other terms of the Bond Ordinance as originally adopted and shall remain in full force and effect.



DONE, RATIFIED AND ADOPTED THIS \_\_\_\_ day of August, 2025.

\_\_\_\_\_  
Mayor, City of Florence, South Carolina

Attest:

\_\_\_\_\_  
Municipal Clerk, City of Florence,  
South Carolina

First Reading: July 14, 2025

Second Reading: August 11, 2025

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned, Municipal Clerk of the City of Florence, South Carolina ("**City Council**"),  
DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council held on July 14, 2025, and August 11, 2025. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this \_\_\_\_ day of August, 2025.

---

Casey Moore  
Municipal Clerk, City of Florence, South Carolina

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance granting Lumos Fiber of South Carolina, LLC a franchise to use the public rights of way within the City of Florence for the purpose of constructing, installing, and maintaining network facilities for telecommunications services within and through the City.

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

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**I. ISSUE UNDER CONSIDERATION:**

An Ordinance granting Lumos Fiber of South Carolina, LLC a franchise to use the public rights of way within the City of Florence for the purpose of constructing, installing, and maintaining network facilities for telecommunications services within and through the City.

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

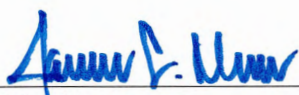
1. No current or previous action has occurred.
2. The City of Florence currently has franchise agreements with Duke Energy, Spectrum, Spirit Communications, Crown Castle, and other similar utility providers.

**III. POINTS TO CONSIDER:**

1. A request by Lumos Fiber has been made for the City of Florence to provide a non-exclusive franchise agreement to permit the construction, installation, and maintenance of telecommunications services in the public rights of way throughout the municipal limits.
2. The term of the franchise agreement is for twenty years.
3. The franchise fees are established within Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina (Attachment 3).

**IV. ATTACHMENTS:**

1. Proposed Ordinance
2. Nonexclusive Franchise Agreement with Lumos Fiber
3. S.C. State Law pertaining to municipal charges to telecommunications providers



Clint Moore  
Assistant City Manager



Scotty Davis  
City Manager

**ORDINANCE NO. 2025 - \_\_\_\_\_**

**AN ORDINANCE TO GRANT TO LUMOS FIBER OF SOUTH CAROLINA, LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE IN, OVER, UPON AND UNDER THE STREETS AND PUBLIC PLACES OF THE CITY OF FLORENCE, ITS LINES, POLES, WIRES, CABLES, AND OTHER TELECOMMUNICATIONS FACILITIES TO RENDER TELECOMMUNICATIONS SERVICE TO ITS CUSTOMERS IN THE CORPORATE LIMITS OF THE CITY OF FLORENCE FOR SUCH PERIOD AS PROVIDED HEREIN; AUTHORIZING THE CITY MANAGER OF THE CITY OF FLORENCE TO EXECUTE A NONEXCLUSIVE FRANCHISE AGREEMENT; AND TO PROVIDE FOR THE PAYMENT OF COMPENSATION FOR THE USE OF THE STREETS AND PUBLIC PLACES; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Lumos Fiber of South Carolina, LLC, a South Carolina limited liability company (“Lumos”), has requested consent of the City of Florence, South Carolina to use the streets and public places of the City to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and

**WHEREAS**, other telecommunications providers either have or are likely to seek a similar consent; and

**WHEREAS**, it is the policy of the City of Florence, South Carolina to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the City of Florence, South Carolina to manage its streets, public property, and rights-of-way to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis, and to publicly disclose the amount of such compensation;

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

**Section 1:** As used in this ordinance, the word "Company" means Lumos Fiber of South Carolina, LLC, a South Carolina limited liability company ("Lumos"), existing under the laws of the State of South Carolina and duly authorized to do business in South Carolina, its successors and assigns.

**Section 2:** As used in this ordinance, the word "Municipality" means the City of Florence, South Carolina.

**Section 3:** As used in this ordinance, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. Sections 58-9-10 and 58-9-2200(1) and 47 U.S.C. § 153; provided, however, for purposes of this ordinance, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC 542.

**Section 4:** The non-exclusive right, power, and authority is hereby granted and vested in the Company to construct, install, maintain, and operate in, over, under, and upon the streets, alleys, bridges, rights-of-way and other public places of the Municipality, its lines, poles, antennas, wires, cables, cabinets, conduits, converters, equipment, and other telecommunications facilities and to use those facilities to render Telecommunication Services to its customers within the corporate limits of the Municipality.

**Section 5:** Prior to the commencement or continuation of any construction or operation in the corporate limits of the Municipality, the Company shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authorization from the Public Service Commission of South Carolina. Evidence that such authority has been acquired or that it is not required will be filed with the Municipality.

**Section 6:** All work upon the streets and public places of the Municipality shall be in accordance with all applicable standards, codes, and ordinances, and will be done under the general supervision of the Municipality through the application for and administration of an encroachment permit from the Municipality. All new construction, wherever practicable, will be placed underground, and in no event will service lines/cables be placed aboveground if other existing service lines/cables in that area are underground. Any necessary aboveground construction, wherever practicable, will utilize existing utility poles. No street, alley, bridge, right-of-way, or other public place used by the Company shall be obstructed longer than necessary during its work of construction or repair and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the Municipality, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Municipality may make such repairs and charge the reasonable cost thereof to and collect the same from the Company.

**Section 7:** The Company (as the Indemnifying Party) agrees to indemnify, defend and hold the Municipality, its affiliates and their respective officers, directors, members, partners and employees (the "Indemnified Party") harmless of and from any damage, liability, loss, cost or expense (including, without limitation, reasonable attorney's fees and expenses), judgments, settlements and penalties of every kind arising from or relating to claims, actions or demands on account of (a) any personal injury, wrongful death, or loss of or damage to any tangible personal property or facilities of any person to the extent arising out of resulting from the negligent or otherwise wrongful acts or omissions of the Indemnifying Party (including its employees or agents) in the performance of its obligations under this franchise; or (b) the violation by the Indemnifying Party of any requirement of any applicable law, regulation or court order in connection with the performance of its obligations under this franchise. In no event shall either party be liable to the other, its employees, subcontractors, affiliates and/or agents, or any third party for any indirect, incidental, special, consequential, or punitive damages, or lost profits for any claim or demand of any nature or kind, arising out of or in connection with this franchise or the performance or breach thereof.

**Section 8:** In consideration of the grant of authority to utilize the streets and public places of the Municipality for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, the Company shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code

of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Municipality. The Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Municipality. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the Municipality will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and nondiscriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.

**Section 9:** Except as specifically provided herein, or otherwise mandated by law, the privilege granted to the Company by this ordinance does not exempt or excuse the Company from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating to zoning, permitting, traffic control, construction and excavation, planning, aesthetics, and the environment.

**Section 10:** (a) This franchise may be terminated by the Municipality in accordance with the provisions of Section 3 of the City of Florence, South Carolina Nonexclusive Franchise Agreement with Lumos Fiber of South Carolina, LLC attached hereto as **Exhibit A**. Except as expressly provided herein, the rights granted under this franchise are irrevocable during the term.

(b) The non-exclusive franchise and consent granted by this ordinance shall be in force and effect for a term of twenty (20) years and shall continue in force and effect thereafter until properly terminated by either party.

(c) In the event of a termination of the franchise pursuant to the terms of this Section, it shall be the responsibility of the Company, its successors or assigns, to remove all antenna and related improvements from the rights of way, streets or public places within one hundred eighty (180) days of the date of termination.

**Section 11:** This franchise and consent ordinance is subject to the constitution and laws of the State of South Carolina. In conforming this ordinance to the requirements of S.C. Code Ann. Section 58-9-2200 et. seq. as enacted by the General Assembly of South Carolina in 1999, the Municipality does not concede or imply that the General Assembly has the authority to restrict by general law the powers denied to the General Assembly and reserved to the municipalities of South Carolina by Article VIII Section 15 of the Constitution of South Carolina.

**Section 12:** That the City Manager is hereby authorized to execute a nonexclusive franchise agreement between the Municipality and the Company, substantially in the form of the attached **Exhibit A**, with such modifications as may be advised by the City Attorney.

**Section 13:** That this Ordinance shall become effective upon its approval and adoption by the City Council of the City of Florence, South Carolina and the execution of a nonexclusive franchise agreement between the Municipality and the Company.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**LETHONIA BARNES**  
**Mayor**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**RONALD T. SCOTT**  
**City Attorney**

**ATTEST:**

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

## **Exhibit A**

Form of City of Florence, South Carolina Nonexclusive Franchise Agreement  
with Lumos Fiber of South Carolina, LLC



**CITY OF FLORENCE, SOUTH CAROLINA NONEXCLUSIVE FRANCHISE  
AGREEMENT WITH LUMOS FIBER OF SOUTH CAROLINA, LLC**

This Nonexclusive Franchise Agreement (hereinafter "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the City of Florence, a South Carolina municipal corporation (hereinafter "City" or "Grantor") and Lumos Fiber of South Carolina, LLC, a South Carolina limited liability company, (hereinafter "Lumos" or "Grantee"), having its principal office at 4100 Mendenhall Oaks Pkwy., Suite 300, High Point, NC 27265.

WHEREAS, Grantee is a limited liability company duly organized and existing under the laws of South Carolina; and

WHEREAS, Grantee desires to use and occupy the streets and Public Rights-of-Way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for Telecommunications Services within and through the City; and

WHEREAS, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and Public Rights-of-Way; and

WHEREAS, the City is agreeable to allowing Grantee to use the streets and Public Rights-of-Way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and Grantee agree as follows:

**Section 1. Grant of Authority.** (a) Subject to the terms of this Agreement, the City hereby grants to Grantee the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of Telecommunications Service in the Public Streets and Public Rights-of-Way in the City. Grantee shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property.

(b) Grantee acknowledges that this grant of authority is for the benefit of Grantee only, and that Grantee is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the Public Rights-of-Way except in accordance with provisions of this Agreement.

(c) Grantee acknowledges that, to the extent allowed by State and Federal law, the City has the authority to adopt ordinances regulating the use of the Public Rights-of-Way, so long as such ordinances apply equally to all certificated providers of Telecommunications Services and are related to using the Public Streets and Public Rights-of-Way in the City. Grantee agrees to be bound by all such existing and future lawful ordinances so long as it operates telecommunication services or has property or equipment within the Public Streets or rights-of-way located in the

City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the public to use the Public Streets and Public Rights-of-Way occupied by Grantee for transportation and of the City to use the Public Streets and Public Rights-of-Way occupied by Grantee for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said Public Streets and Public Rights-of-Way.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

**Section 2. Definitions.** For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

*“City”* means the City of Florence, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

*“City Attorney”* means the City Attorney or his designee.

*“City Council”* means the City Council of the City.

*“City Engineer”* means the City Engineer or his designee.

*“City Manager”* means the City Manager or their designee.

*“City Property”* means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

*“Conduit”* means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of Telecommunications Service.

*“Duct”* means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of Telecommunications Service.

*“Public Streets”, “Public Rights-of-Way” or “public ways”* include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power

distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing Telecommunications Services.

*"Public Works" or "Public Improvements"* include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

*"Telecommunications Facilities"* means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, Conduits, Ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by Grantee to provide Telecommunications Service.

*"Telecommunications Service"* means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other Telecommunications Facilities, but not including cable television service.

### **Section 3. Term of Agreement, Termination.**

3.1 The term of this Agreement shall be for a term of twenty years, commencing on the Effective Date ("Term"). Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a new franchise agreement, Grantee shall be prohibited from further access to the Public Rights-of-Way in the City.

3.2 The City may terminate this License Agreement and the License granted herein for any of the following reasons:

- a. Failure to cure a breach of this Agreement or noncompliance with the City's right-of-way policy after receipt of written notice and a thirty (30) day cure period; or
- b. Lumos's physical presence or presence of Lumos's Telecommunications Facilities on, over, above, along, upon, under, across, or within the Public Streets present a direct or imminent threat to the public health, safety, or welfare;
- c. Lumos's failure to construct the Telecommunications Facilities substantially in accordance with the permit and approved plans; or
- d. Failure to provide the required traffic control; and to respond to requests from the City to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Lumos shall, within one hundred and eighty (180) days of written notice from the City, remove its Telecommunications Facilities from all Public Streets and restore all Public Streets as required herein other than any Telecommunications Facilities which the City may permit to be abandoned in place.

Lumos may terminate one or more of the Telecommunications Facility locations pursuant to this Agreement by giving at least thirty (30) days' written notice. Lumos may terminate this Agreement in its entirety at its convenience on one hundred eighty (180) days' written notice to the City. Lumos will not be subject to any penalty or fee for terminating such Telecommunications Facilities location prior to the end of the term of this Agreement.

**Section 4. Compliance With Applicable Law.** Grantee shall at all times during the term of this Agreement comply with all applicable federal, State, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

**Section 5. Construction; Location or Relocation of Facilities.** All Grantee facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

5.1. Grantee shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and Grantee from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.2. In the performance and exercise of its rights and obligations under this Agreement, Grantee shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, Public Works, facilities of other telecommunication providers, or City Property, through Grantee's actions or inaction that are unrelated to Grantee's construction activities without the prior approval of the City.

5.3. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any Public Works or Public Improvements. If any facilities of Grantee interfere with the construction, operation, maintenance, repair or removal of such Public Works or Public Improvements, within one hundred and eighty (180) days after written notice by the City (or such other period of time as may be agreed upon in writing by the City and Grantee), Grantee shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Manager or City Engineer. If Grantee fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of Grantee without any liability to City, and Grantee shall pay to the

City the costs incurred in connection with such breaking through, removal, alteration, or relocation. Grantee shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of Grantee's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.4. The City retains the right and privilege to cut or move any Telecommunications Facilities located within the public ways or other areas of the City as the City may determine to be necessary and appropriate in response to any life-threatening emergency. The City will endeavor to provide prior notice to Grantee of such emergencies which may impact its Telecommunications Facilities. If City is unable to provide prior notice of the life-threatening emergency as described above, City shall notify Grantee within twenty-four (24) hours of the occurrence of such emergency.

5.5. The facilities of Grantee shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the Public Streets or rights-of-way. Grantee shall construct, maintain, and locate its Telecommunications Facilities so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City.

5.6. The City shall have the right to specifically designate the location of the facilities of Grantee with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of Grantee's facilities shall not relieve Grantee of its responsibilities in matters of public safety, as provided in this Agreement.

5.7. Except in the cases of emergencies, Grantee shall not move, alter, change, or extend any of its Telecommunications Facilities in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted, or such requirement is waived, by the City Manager. The City Manager shall either approve or deny Grantee's request to relocate its facilities within five (5) days of receipt of Grantee's request. Such permission shall not be unreasonably withheld by the City Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by Grantee shall also be coordinated with the City's annual paving program through the Office of the City Engineer.

5.8. Grantee shall not open, disturb or obstruct, at any time, any more of the Public Streets or Public Rights-of-Way than is reasonably necessary to enable it to proceed in laying or

repairing its Telecommunications Facilities. Grantee shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present.

5.9. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, Grantee shall, at its own cost, repair and return the Public Streets or Public Rights-of-Way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. Grantee shall be responsible for repairing damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to Grantee's installation, construction, maintenance, repair, or removal of its Telecommunications Facilities in the Public Streets and Public Rights-of-Way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of Grantee to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from Grantee, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

5.10. Neither Grantee, nor any person acting on Grantee's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its Telecommunications Facilities, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.11. In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

5.12. Grantee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

5.13. Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.14. Grantee shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply

with all terms and conditions of any such permit. Grantee shall furnish detailed plans of the work and other required information prior to issuance of a permit. Grantee shall comply with all applicable ordinances and permitting requirements.

A single permit may be issued for multiple excavations to be made in Public Streets and Rights-of-Way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a Public Street or Public Right-of-Way without a permit, Grantee shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay Grantee in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.15. (a) Promptly after installation, repair or extension of the Telecommunications Facilities or any portion thereof or any pavement cut by Grantee in any public way of the City, the incidental trenches or excavations shall be refilled by Grantee in a manner acceptable to the City Manager. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, Grantee shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. Grantee shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by Grantee, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by Grantee.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of Telecommunications Facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work.

5.16. (a) Grantee shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by Grantee in the installation, operation, maintenance, or extension of Grantee's Telecommunications Facilities. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by Grantee after thirty (30) days' notice to do so, given by the City to Grantee, may be removed or corrected by the City, and the cost thereof shall be charged against Grantee and payable within forty-five (45) days of receipt of an invoice from the City. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of Grantee

Telecommunications Facilities shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by Grantee to the City.

(b) If weather or other conditions do not permit the complete restoration required by this Section, Grantee shall temporarily restore the affected property. Such temporary restoration shall be at Grantee's sole expense and Grantee shall only be required to make reasonable, temporary restorations based on the conditions. Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(c) Grantee or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.17. The City, its officers, agents, or employees, shall not be liable for any damage to, loss of, or interruption of any of Grantee's Telecommunications Services. Except in the case of the City's intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of Grantee's Telecommunications Facilities within the public ways or any other areas of the City as a result of or in connection with any Public Works, Public Improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.18. Grantee shall cooperate with the City in coordinating its construction activities as follows:

(a) Grantee shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, Grantee shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. Grantee shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the Public Streets or Public Rights-of-Way. Grantee shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facilities Damage Prevention Act.

**Section 6. Mapping.** (a) Grantee shall maintain an accurate map of its Telecommunications Facilities in the City. Grantee shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and Conduit lines and any other facilities requested by the City, to include a digitized map(s) in both



printed and electronic form. Grantee shall, upon request, provide updated maps annually of Telecommunications Facilities in the City.

(b) Prior to its installation of any Telecommunications Facilities in the Public Streets or Public Rights-of-Way and after Grantee provides the City with its proposed plans for the Telecommunications Facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by Grantee for its Telecommunications Facilities, including, but not limited to, ornamental or similar specially designed street lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for Grantee's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications Facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of Grantee, the City will cooperate in good faith with Grantee to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs to acquire new locations for Grantee. Grantee shall, prior to any excavation or installation within the Public Streets or Public Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the Public Streets or Public Rights-of-Way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the Public Streets or Public Rights-of-Way and maximize its useable capacity.

**Section 7. Insurance Requirements.** At all times during the term of this Agreement and any renewal period, Grantee shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that Grantee may meet the policy limit in this Section by combination of Grantee's General Commercial Liability Policy and Grantee's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of Grantee set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering Grantee's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) *Pollution Liability Insurance.* Grantee shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, Grantee shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate(s) and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. Grantee shall obtain a written obligation on the part of each insurance company to notify Grantee at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from Grantee's insurance company, Grantee will immediately notify the City of any of the required coverages that are not replaced. Grantee shall furnish the City with current certificate(s) of insurance evidencing such coverage upon request.

**Section 8. Surety.** (a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by Grantee, Grantee shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars (\$50,000) securing its faithful performance of the terms and conditions of this Agreement. Grantee shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by Grantee of this Agreement.

The bond shall guarantee Grantee's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by Grantee of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of Grantee under this Agreement and all other payments due the City from Grantee pursuant to this Agreement.

(b) Whenever the City determines that Grantee has violated one (1) or more terms,

conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a material default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

**Section 9. Indemnification & Limitation of Liability.** Grantee agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by Grantee of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees and agents. In addition, Grantee shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication Facilities or the provision of Telecommunication Service.

EXCEPT FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A PARTY'S CONFIDENTIAL INFORMATION OR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER (1) IN NO EVENT WILL GRANTEE BE LIABLE TO THE CITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS; (2) CITY HEREBY RELEASES THE GRANTEE, ITS SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, MANAGERS, COUNCIL MEMBERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM FOR SUCH TYPES OF DAMAGES; AND (3) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRANTEE FOR ANY BREACH OF THIS AGREEMENT EXCEED THE TOTAL COST OF REPAIRING STRUCTURES AND FACILITIES OF THE CITY DAMAGED BY OR LEFT UNREPAIRED BY THE BREACH PLUS ATTORNEYS' FEES INCURRED IN ENFORCEMENT OR COLLECTION. IN PARTICULAR WITH RESPECT TO CONSTRUCTION, GRANTEE'S ENTIRE LIABILITY FOR ANY DAMAGE CAUSED TO THE CITY BY ANY CONSTRUCTION WORK PERFORMED BY OR FOR GRANTEE WILL BE LIMITED TO THE COST OF REPAIRING PHYSICAL PROPERTY DAMAGE THAT OCCURS AT THE SITE OF CONSTRUCTION. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE A FUNDAMENTAL BASIS OF THIS AGREEMENT, AND EACH PARTY UNDERSTANDS AND AGREES THAT THE OTHER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

**Section 10. Fees.** (a) In consideration of the grant of authority to utilize the Public Streets, Public Rights-of-Way, and public ways of the City for the provision of Telecommunications Service, and in accordance with applicable law and ordinances, Grantee shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. Grantee shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers presently contained in said statute shall be removed or modified, the City will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such applicable law as may then govern; Grantee will be free to challenge any fee structure not in compliance with Applicable Law.

(a) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, Grantee shall pay to the City a franchise fee in the amount allowed by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

(b) Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

**Section 11. General provisions.** (a) *Authority.* Grantee warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all Telecommunications Facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or Grantee may have, at law or in equity, for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if the invalidated provision is declared by either party in good faith to be material or fundamental, the parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If in such instance the parties are unable to agree to a suitable modification, either party may present the issue to a court authorized under Section 11(f) below, and such court may in its discretion make an appropriate modification or declare the Agreement terminated.

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue.* By virtue of entering into this Agreement, Grantee agrees and submits itself to a court of competent jurisdiction in the City, South Carolina or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Nondiscrimination.* During the performance of this Agreement, Grantee agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee, will state that Grantee is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(i) *Notices.* (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City: City Manager  
City of Florence, South Carolina  
324 W. Evans Street  
Florence, South Carolina 29501

With a Copy to: City Attorney (*does not constitute Notice*)  
ATTN: Ron Scott  
Haynsworth Sinkler Boyd, P.A.  
135 S. Dargan Street, Suite 300  
Florence, South Carolina 29501

To Grantee: Chief Network Officer  
4100 Mendenhall Oaks Parkway  
Suite 300,  
High Point, North Carolina 27265

With a Copy to: General Counsel  
4100 Mendenhall Oaks Parkway  
Suite 300,  
High Point North Carolina 27265

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

*[Signatures on Following Page]*  
*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**LUMOS FIBER OF SOUTH CAROLINA, LLC**

A limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

City/County of \_\_\_\_\_, TO WIT;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_, of Lumos Fiber of South Carolina, LLC, a South Carolina limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_

**CITY OF FLORENCE**

a South Carolina municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

SOUTH CAROLINA

CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, City Manager /Authorized Designee of the City Manager of the City of Florence, on its behalf. He/She is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_

SOUTH CAROLINA

CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, City Clerk of the City of Florence, on its behalf. He/She is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_



### **ATTACHMENT 3**

#### **ARTICLE 20**

##### **Municipal Charges to Telecommunications Providers**

##### **SECTION 58-9-2200. Definitions.**

As used in this article:

(1) "Telecommunications service" means the provision, transmission, conveyance, or routing for a consideration of voice, data, video, or any other information or signals of the purchaser's choosing to a point, or between or among points, specified by the purchaser, by or through any electronic, radio, or similar medium or method now in existence or hereafter devised. The term "telecommunications service" includes, but is not limited to, local telephone services, toll telephone services, telegraph services, teletypewriter services, teleconferencing services, private line services, channel services, Internet protocol telephony, and mobile telecommunications services and to the extent not already provided herein, those services described in North American Industry Classification System Manual (NAICS) 5171, 5172, 5173, 5174, and 5179, except satellite services exempted by law.

(2) "Retail telecommunications service" includes telecommunications services as defined in item (1) of this section but shall not include:

(a) telecommunications services which are used as a component part of a telecommunications service, are integrated into a telecommunications service, or are otherwise resold by another provider to the ultimate retail purchaser who originates or terminates the end-to-end communication including, but not limited to, the following:

(i) carrier access charges;

(ii) right of access charges;

(iii) interconnection charges paid by the providers of mobile telecommunications services or other telecommunications services;

(iv) charges paid by cable service providers for the transmission by another telecommunications provider of video or other programming;

(v) charges for the sale of unbundled network elements;

(vi) charges for the use of intercompany facilities; and

(vii) charges for services provided by shared, not-for-profit public safety radio systems approved by the FCC;

(b) information and data services including the storage of data or information for subsequent retrieval, the retrieval of data or information, or the processing, or reception and processing, of data or information intended to change its form or content;

(d) satellite television broadcast services;

(e) video programming accessed via a service that enables end users to access content, information, electronic mail, or other services offered over the Internet, including streaming video content, regardless of the provider of the Internet access services; provided, however, that this exception does not include Voice over Internet Protocol service. This item (e) only applies to Article 20, Chapter 9, Title 58 of the South Carolina Code of Laws.

(3) "Telecommunications company" means a provider of one or more telecommunications services.

(4) "Cable service" includes, but is not limited to, the provision of video programming or other programming service to purchasers, and the purchaser interaction, if any, required for the selection or use of the video programming or other programming service, regardless of whether the programming is transmitted over facilities owned or operated by the cable service provider or over facilities owned or operated by one or more other telecommunications service providers.

(5) "Mobile telecommunications service" includes, but is not limited to, any one-way or two-way radio communication service carried on between mobile stations or receivers and land stations and by mobile stations communicating among themselves, through cellular telecommunications services, personal communications services, paging services, specialized mobile radio services, and any other form of mobile one-way or two-way communications service.

(6) "Service address" means the location of the telecommunications equipment from which telecommunications services are originated or at which telecommunications services are received by a retail customer. If this location is not a defined location, as in the case of mobile phones, paging systems, maritime systems, and the like, "service address" means the location of the retail customer's primary use of the telecommunications equipment or the billing address the customer gives to the service provider, provided that the billing address is within the licensed service area of the service provider. A sale of postpaid calling services is sourced to the origination point of the telecommunications signal as first identified by either (i) the seller's telecommunications system; or (ii) information received by the seller from its service provider, if the system used to transport such signals is not that of the seller.

(7) "Bad debt" means any portion of a debt that is related to a sale of telecommunications services and which has become worthless or uncollectible, as determined under applicable federal income tax standards.

(8) "Postpaid calling service" means the telecommunications service obtained by making a payment on a call-by-call basis either through the use of a credit card or payment mechanism such as a bank card, travel card, credit card, or debit card, or by charge made to a telephone number that is not associated with the origination or termination of the telecommunications service.

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999; 2003 Act No. 69, Section 3.TT, eff January 1, 2005; 2005 Act No. 8, Section 1, eff January 13, 2005; 2005 Act No. 8, Section 2, eff January 13, 2005; 2007 Act No. 8, Section 3, eff March 30, 2007; 2024 Act No. 104 (H.3782), Section 2, eff February 5, 2024.

#### Editor's Note

The preamble to 1999 Act No. 112, effective June 30, 1999, provides as follows:

"Whereas, Congress enacted the Telecommunications Act of 1996 to open local telephone markets to competition, and the telecommunications industry is in a state of transition; and

"Whereas, in addition to new competitors in traditional local exchange telecommunications markets, a number of new technologies has developed and is developing at a rapid pace, expanding the array of telecommunications providers and services available to consumers; and

"Whereas, since the passage of the Telecommunications Act of 1996, competition in telecommunications services and the number of competitors in the telecommunications industry in South Carolina has grown and continues to grow, as evidenced by the hundreds of new entrants into the industry. In South Carolina, over four hundred companies have been authorized to provide long distance service and over seventy companies have been authorized to provide local telephone service. South Carolina now has over one thousand authorized pay phone service providers and numerous digital and analog wireless and paging providers. Telephony may also now be provided over Internet protocol and cable modems; and

"Whereas, the citizens of municipalities in South Carolina have long enjoyed the public benefit of dependable local exchange and long distance telecommunications service provided to them by telecommunications carriers that have constructed, operated, and maintained telecommunications facilities to serve those citizens, and that currently occupy the municipal rights-of-way in the State; and

"Whereas, Congress has stated that nothing in Section 253 of the Telecommunications Act of 1996 affects the authority of the state or local government to manage the public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis, if the compensation required is disclosed by such government. The General Assembly finds that shifting of current taxation and fees from a franchise fee basis to the basis outlined in the attached article is necessary and appropriate due to the transition of the telecommunications industry and is fair and reasonable, and taxes and fees exceeding such amount, except upon extraordinary circumstances, would be unreasonable. Now, therefore,"

#### Effect of Amendment

2024 Act No. 104, Section 2, in (2), made a nonsubstantive change in (d), and added (e).

#### SECTION 58-9-2210.Cable service franchise agreement authority.

Nothing in this article shall limit a municipality's authority to enter into and charge for franchise agreements with respect to cable services as governed by 47 U.S.C. Section 542.

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999.

#### SECTION 58-9-2220.Retail telecommunications services business license taxes; maximum rates.

Notwithstanding any provision of law to the contrary:

(1) A business license tax levied by a municipality upon retail telecommunications services for the years 1999 through the year 2003 shall not exceed three-tenths of one percent of the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The business license tax levied by a municipality upon retail

telecommunications services for the year 2004 and every year thereafter shall not exceed the business license tax rate as established in Section 58-9-2220(2). For a business in operation for less than one year, the amount of business license tax authorized by this section must be computed based on a twelve-month projected income.

(2) The maximum business license tax that may be levied by a municipality on the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality for a business license tax year beginning after 2003 is one percent of gross income derived from the sale of retail telecommunication services.

(3) A business license tax levied by a municipality upon the retail telecommunications services provided by a telecommunications company must be levied in a competitively neutral and nondiscriminatory manner upon all providers of retail telecommunications services.

(4) The measurement of the amounts derived from the retail sale of telecommunications services does not include:

(a) an excise tax, sales tax, or similar tax, fee, or assessment levied by the United States or any state or local government including, but not limited to, emergency telephone surcharges, upon the purchase, sale, use, or consumption of a telecommunications service, which is permitted or required to be added to the purchase price of the service; and

(b) bad debts.

(5) A business license tax levied by a municipality upon a telecommunications company must be reported and remitted on an annual basis. The municipality may inspect the records of the telecommunications company as they relate to payments under this article.

(6) The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality.

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999; 2005 Act No. 8, Section 3, eff January 13, 2005.

SECTION 58-9-2230. Public rights-of-way franchise, consent and administrative fees; authorized taxes; mobile telecommunications services.

(A) A municipality shall manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and may impose a fair and reasonable franchise or consent fee on a telecommunications company for use of the public streets and public property to provide telecommunications service unless the telecommunications company has an existing contractual, constitutional, statutory, or other right to construct or operate in the public streets and public property including, but not limited to, consent previously granted by a municipality. A fair and reasonable franchise or consent fee imposed upon a telecommunications company shall not exceed the annual sum set forth in the following schedule based on population:

Tier I-1-1,000-\$ 100.00

Tier II-1,001-3,000-\$ 200.00

Tier III-3,001-5,000-\$ 300.00

Tier IV-5,001-10,000-\$ 500.00

Tier V-10,001-25,000-\$ 750.00

Tier VI-Over 25,000-\$1,000.00

This franchise or consent fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a telecommunications provider for its occupation of or work within the public right of way.

(B) A municipality shall manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and may impose an administrative fee upon a telecommunications company that is not subject to subsection (A) in this section and that constructs or installs or has previously constructed or installed facilities in the public streets and public property to provide telecommunications service. The fee imposed on a telecommunications company shall not exceed the annual sum set forth in the following schedule based on population:

Tier I-1-1,000-\$ 100.00

Tier II-1,001-3,000-\$ 200.00

Tier III-3,001-5,000-\$ 300.00

Tier IV-5,001-10,000-\$ 500.00

Tier V-10,001-25,000-\$ 750.00

Tier VI-Over 25,000-\$1,000.00

This administrative fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a telecommunications provider for its occupation of or work within the public right of way.

(C) A municipality shall not levy any tax, license, fee, or other assessment on a telecommunications service, other than (1) the business license tax authorized by this article, and (2) franchise fees as defined and regulated under 47 U.S.C. Section 542; provided, however, that nothing in this subsection restricts the right of a municipality to impose ad valorem taxes, sales taxes, or other taxes lawfully imposed on other businesses within the municipalities. This subsection does not prohibit a municipality from assessing upon a telecommunications company fees of general applicability such as sanitation fees, building permit fees, and zoning permit fees that are not related to the telecommunications company's occupation of or work within the public right of way.

(D) A telecommunications company, including a mobile telecommunications company providing mobile telecommunications services, is not considered to be using public streets or public property unless it has constructed or installed physical facilities in public streets or on public property. The use of public streets or public property under lease, site license, or other similar contractual arrangement between a municipality and a telecommunications company does not constitute the use of public streets or public property for purposes of this article. Without limiting the generality of the foregoing, a telecommunications company is not considered to be using public streets or public property for purposes

of this article solely because of its use of airwaves within a municipality. If a telecommunications company, including a telecommunications company providing mobile telecommunications services, requests of a municipality permission to construct or install physical facilities in public streets or on public property, that request must be considered by the municipality in a manner that is competitively neutral and nondiscriminatory as among all telecommunications companies.

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999; 2005 Act No. 8, Section 4, eff January 13, 2005.

#### SECTION 58-9-2240.Regulatory control by local government.

A municipality may not use its authority over the public streets and public property as a basis for asserting or exercising regulatory control over telecommunications companies regarding matters within the jurisdiction of the Public Service Commission or the Federal Communications Commission or the authority of the Office of Regulatory Staff, including, but not limited to, the operations, systems, service quality, service territory, and prices of a telecommunications company. Nothing in this section shall be construed to limit the authority of a local governmental entity over a cable television company providing cable service as permitted by 47 U.S.C. Section 542.

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999; 2006 Act No. 318, Section 70, eff May 24, 2006.

#### SECTION 58-9-2250.Existing consent agreements.

A telecommunications company, its successors or assigns, that is occupying the public streets and public property of a municipality on the effective date of this article with the consent of the municipality to use such public streets and public property shall not be required to obtain additional consent to continue the occupation of those public streets and public property.

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999.

#### SECTION 58-9-2260.Enforcement of ordinances or practices conflicting with article.

(A) No municipality may enforce an ordinance or practice which is inconsistent or in conflict with the provisions of this article, except that:

(1) As of the time of the effective date of this article, any municipality which had entered into a franchise agreement or other contractual agreement with a telecommunications provider prior to December 31, 1997, may continue to collect fees under the franchise agreement or other contractual agreement through December 31, 2003, regardless of whether the franchise agreement or contractual agreement expires prior to December 31, 2003.

(2) Nothing in this article shall be interpreted to interfere with continuing obligations of any franchise or other contractual agreement in the event that the franchise agreement or other contractual agreement should expire after December 31, 2003.

(3) In the event that a municipality collects these fees under a franchise agreement or other contractual agreement herein, the fees shall be in lieu of fees or taxes that might otherwise be authorized by this article.

(4) Any municipality that, as of the effective date of this article, has in effect a business license tax ordinance, adopted prior to December 31, 1997, under which the municipality has been imposing and a telecommunications company has been paying a business license tax higher than that permitted under this article but less than five percent may continue to collect the tax under the ordinance through December 31, 2003, instead of the business license tax permitted under this article.

(5) Any municipality which, by ordinance adopted prior to December 31, 1997, has imposed a business license tax and/or franchise fee on telecommunications companies of five percent or higher of gross income derived from the sale of telecommunications services in the municipality, to which tax and/or fee a telecommunications company has objected, failed to accept, filed suit to oppose, failed to pay any license taxes or franchise fees required thereunder, or paid license taxes or franchise fees under protest, may enforce the ordinance and the ordinance shall continue in full force and effect until December 31, 2003, unless a court of competent jurisdiction declares the ordinance unlawful or invalid. In this event, the municipality is authorized until December 31, 2003, to collect business license taxes and/or franchise fees thereunder, not exceeding three percent of gross income derived from the sale of telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality instead of the business license tax permitted under this article; however, this proviso applies to any business license ordinance and/or telecommunications franchise ordinance notwithstanding that same is amended or has been amended subsequent to December 31, 1997.

(B) The exception to this article described in subsection (A)(5) no longer applies after December 31, 2003.

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999.

SECTION 58-9-2270. Customer bill disclosure of business license tax.

A telecommunications company may include the following statement or substantially similar language in any municipal customer's bill when that customer's municipality charges a business license tax to the telecommunications company under this chapter: "Please note that included in this bill there may be a line-item charge for a business license tax assessed by your municipality".

HISTORY: 1999 Act No. 112, Section 1, eff June 30, 1999.

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to declare as surplus and authorize the transfer of two parcels of land to the Housing Authority of Florence, specifically Florence County Tax Parcels 90100-06-016 and 90100-06-017

**DEPARTMENT/DIVISION:** Community Services

---

**I. ISSUE UNDER CONSIDERATION:**

To declare as surplus and authorize the conveyance of land located along Oakland Avenue to the Housing Authority of Florence for the purposes of facility construction, specifically land designated as Florence County Tax Parcels 90100-06-016 and 90100-06-017 shown on the attached Location Map.

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

It has not been considered, nor has any previous action been taken, by Florence City Council

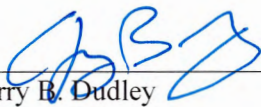
**III. POINTS TO CONSIDER:**

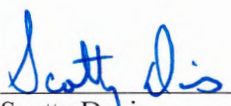
- (1) The Housing Authority of Florence has requested the transfer of property to accommodate the construction of a facility which will include a community room, office space, outdoor meeting space, and outdoor art gallery.
- (2) This facility will assist with the Housing Authority's service to residents and serve as a community resource.
- (3) The City will donate the surplus property to the Housing Authority of Florence, and the property will be surveyed and recorded by the Housing Authority of Florence.

**IV. PERSONAL NOTES:**

**V. ATTACHMENTS:**

- (1) Ordinance
- (2) Location Map

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

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



**ORDINANCE NO. 2025 - \_\_\_\_\_**

**AN ORDINANCE TO DECLARE AS SURPLUS AND AUTHORIZE THE CONVEYANCE OF  
LAND TO THE HOUSING AUTHORITY OF FLORENCE, SPECIFICALLY FLORENCE  
COUNTY TAX PARCELS 90100-06-016 AND 90100-06-017**

**WHEREAS,** after due consideration, the City has concluded that the land designated as Florence County tax parcels 90100-06-016 and 90100-06-017 is surplus land to the City, and conveyance of said property to the Housing Authority of Florence is in the best interest and to the benefit of the citizens of the City of Florence and;

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

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary Deed, and other documentation in order to convey title to the property described above to the Housing Authority of Florence.
2. That this Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence, South Carolina.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025**

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Lethonia Barnes,  
Mayor

Attest:



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



## Location Map - 711 Oakland Avenue



### Legend

-  Parcels
-  Proposed Parcels

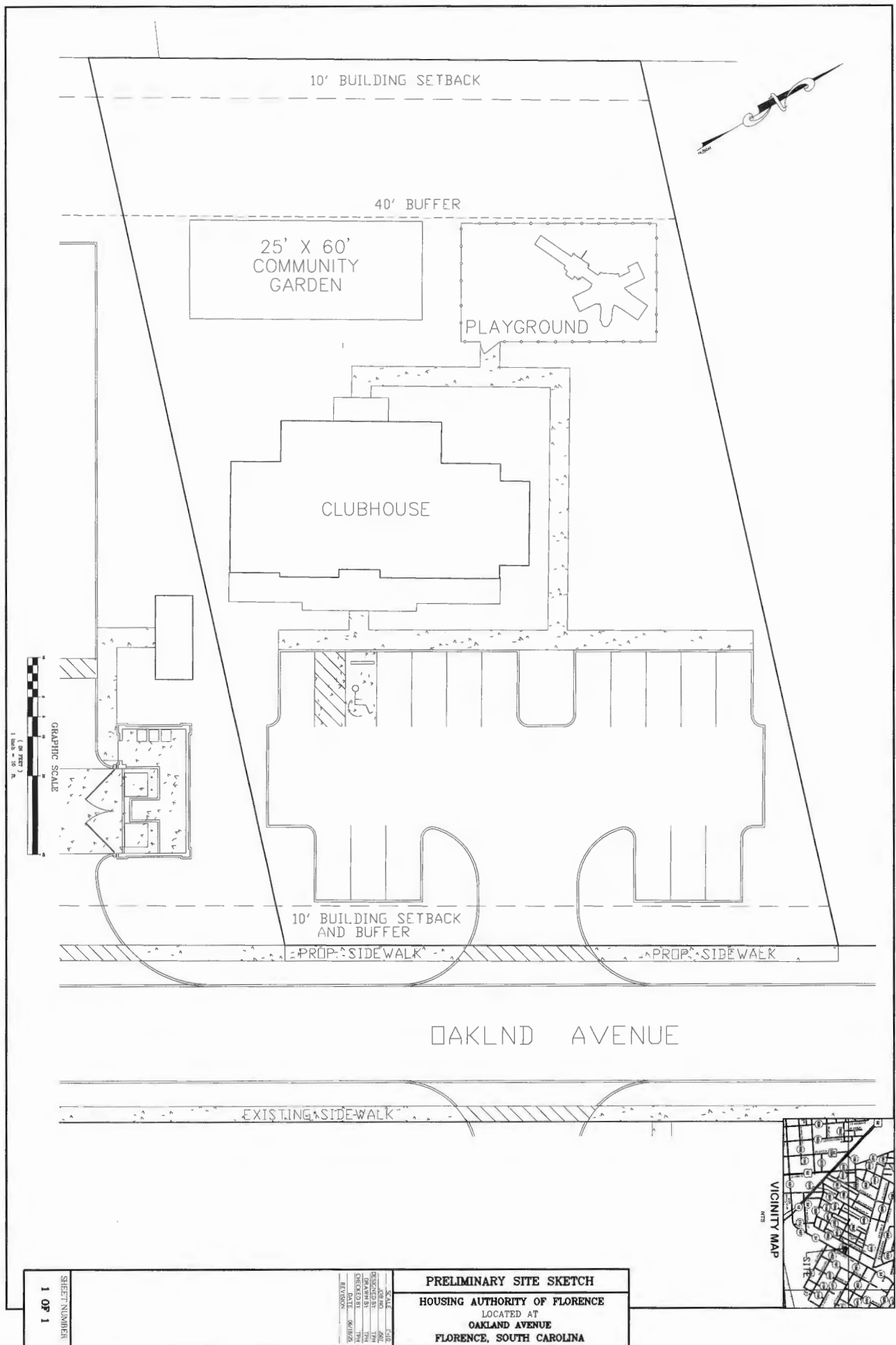


**DISCLAIMER:**  
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60 30 0 60 Feet

Date: 7/3/2025





|                        |                               |              |              |              |
|------------------------|-------------------------------|--------------|--------------|--------------|
| SHEET NUMBER<br>1 OF 1 | PRELIMINARY SITE SKETCH       |              |              |              |
|                        | HOUSING AUTHORITY OF FLORENCE |              |              |              |
|                        | LOCATED AT                    |              |              |              |
|                        | OAKLAND AVENUE                |              |              |              |
|                        | FLORENCE, SOUTH CAROLINA      |              |              |              |
| SCALE                  | DATE                          | DESIGNED BY  | DRAWN BY     | CHECKED BY   |
| 1" = 10'               | 10/1/78                       | J. H. HARRIS | J. H. HARRIS | J. H. HARRIS |
| 1" = 10'               | 10/1/78                       | J. H. HARRIS | J. H. HARRIS | J. H. HARRIS |
| 1" = 10'               | 10/1/78                       | J. H. HARRIS | J. H. HARRIS | J. H. HARRIS |
| 1" = 10'               | 10/1/78                       | J. H. HARRIS | J. H. HARRIS | J. H. HARRIS |

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to annex and zone General Residential-2 (RG-2) a parcel located on Pelican Drive, TMN 00522-01-026.

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

---

**I. ISSUE UNDER CONSIDERATION:**

Request to annex one parcel located on Pelican Drive with Tax Map Number 00522-01-026 into the City of Florence and assign it 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 June 10, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously, 8-0, to recommend the annexation and zoning designation of RG-2.

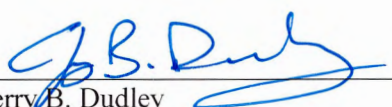
**III. POINTS TO CONSIDER:**

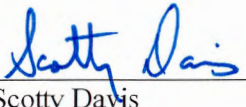
- (1) City water and sewer services are currently available, with no cost to extend utilities.
- (2) A Public Hearing for zoning was held at the June 10, 2025 Planning Commission meeting.
- (3) The lot is vacant and the owner intends to build a single family house on it.
- (4) City staff recommends annexation and concurs with Planning Commission's recommendation to approve the request to zone the property 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)**

**A PARCEL LOCATED ON PELICAN DRIVE, TMN 00522-01-026.**

**WHEREAS,** a Public Hearing was held in the Council Chambers on June 10, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

**WHEREAS,** application by Madhur Chodda, owner of TMN 00522-01-026, 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 property requesting annexation is shown more specifically on Florence County Tax Map 00522 block 01, parcel 026 (0.719 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:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Lethonia Barnes,  
Mayor

Attest:

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



**PC 2025-25**  
**Vicinity Map - 4020 West Pelican Lane**



**Legend**

- City Limits
- Parcels
- Proposed Parcel

FULL LIFE, FULL FORWARD  
**FLORENCE**  
 SOUTH CAROLINA

**DISCLAIMER:**  
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100 50 0 100 Feet

Date: 5/16/2025

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 00522 - 01 - 026

3. Annexation is being sought for the following purposes:

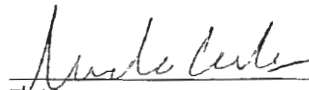
City services

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

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

|                          |       |
|--------------------------|-------|
| Total Residents          | _____ |
| Race                     | _____ |
| Total 18 and Over        | _____ |
| Total Registered to Vote | _____ |

Date 5-7-25 \_\_\_\_\_

  
Petitioner

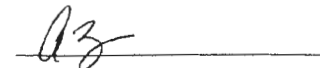
Date \_\_\_\_\_

\_\_\_\_\_  
Petitioner

Certification as to ownership on the date of petition:

FOR OFFICIAL USE ONLY

Date 5/7/25 \_\_\_\_\_



**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to annex and zone Activity Center (AC) two parcels located at 2037 and 2111 South Irby Street, TMNs 00150-01-007 and 00150-01-061.

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

---

**I. ISSUE UNDER CONSIDERATION:**

Request to annex two parcels located at 2037 and 2111 South Irby Street, Tax Map Numbers 00150-01-007 and 00150-01-061, into the City of Florence and assign them the zoning designation of Activity Center (AC). The request is being made by the property owner.

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

On June 10, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously, 6-0, to recommend the annexation and zoning designation of AC.

**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 June 10, 2025 Planning Commission meeting.
- (3) The Activity Center zoning district permits mixed use development including general commercial uses.
- (4) City staff recommends annexation and concurs with Planning Commission's recommendation to approve the request to zone the property Activity Center (AC).

**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 ACTIVITY CENTER (AC) THE LOTS AT 2037 AND 2111 SOUTH IRBY STREET, TMN 00150-01-007 and 00150-01-061.**

**WHEREAS,** a Public Hearing was held in the Council Chambers on June 10, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

**WHEREAS,** application by The Salvation Army, owner of TMNs 00150-01-007 and 00150-01-061, 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 AC:

**The property requesting annexation is shown more specifically on Florence County Tax Map 00150, block 01, parcel 007 (2.969 acres) and parcel 061 (1.379 acres).**

**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:

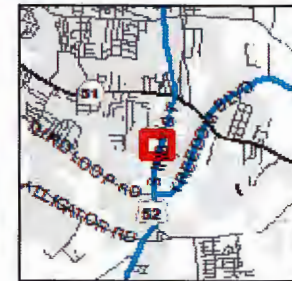
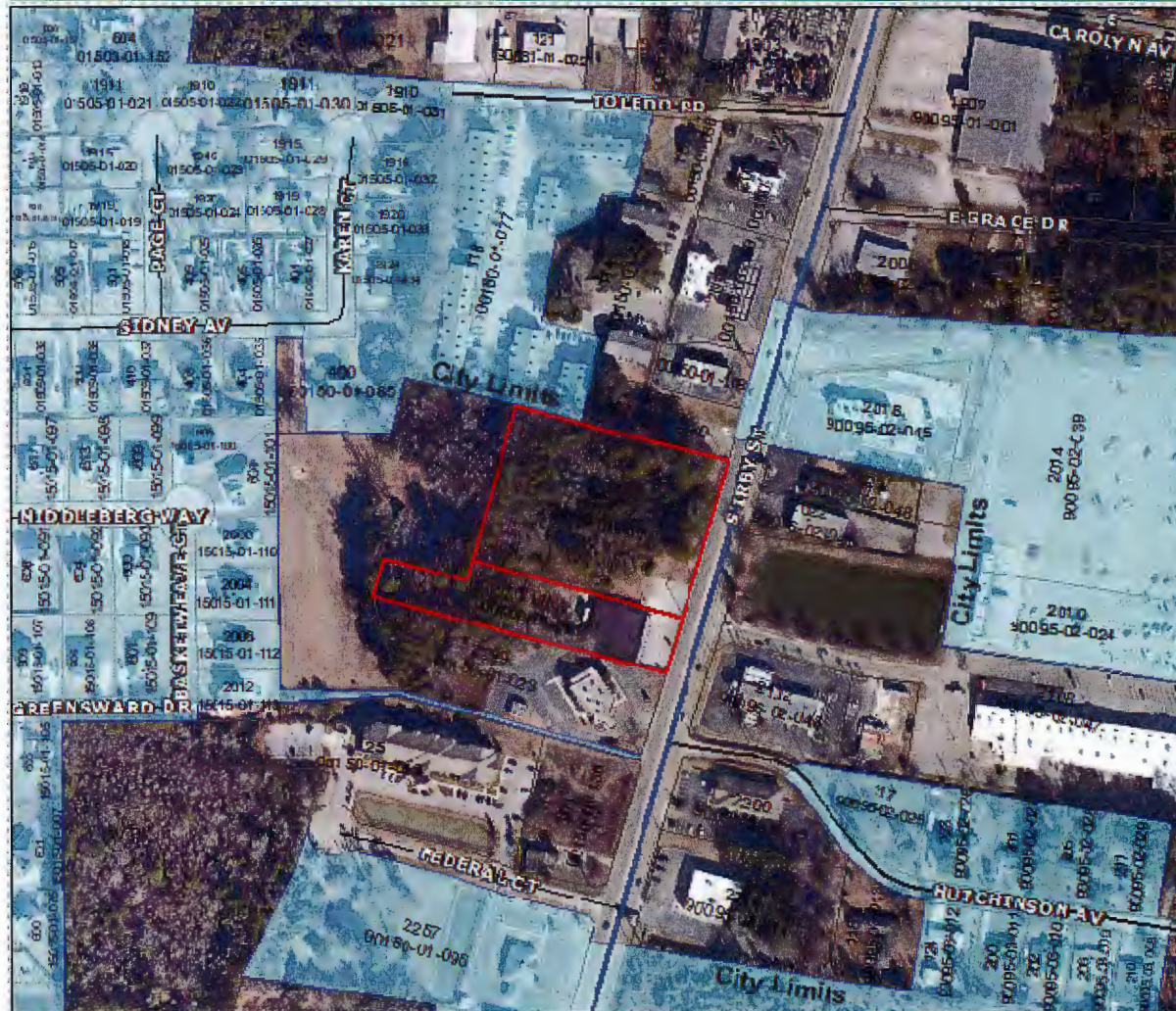
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Lethonia Barnes,  
Mayor




**Attest:**

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

**Location Map - 2037 & 2111 S. Irby St.**



### 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 furnished by others. It is provided for  
informational purposes only and the City of  
Florence makes no representation as to its  
accuracy. The user without field verification  
it all the sole risk of the user.

300 150 0 300 Feet

DOI: 10.1002/eqe

27216

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: (1) 00150-01-061  
(2) 00150-01-007
3. Annexation is being sought for the following purposes:  
CITY SERVICES
4. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

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

|                   |          |                          |            |
|-------------------|----------|--------------------------|------------|
| Total Residents   | <u>0</u> | Race                     | <u>N/A</u> |
| Total 18 and Over | <u>0</u> | Total Registered to Vote | <u>0</u>   |

APPLICANT (S) (Please print or type):

Name(s): The Salvation Army

Address: P.O. Box 4108, Florence, SC 29502

Telephone Numbers: 704-972-3457 [work] \_\_\_\_\_ [home]

Email Address: stacy.danner@uss.salvationarmy.org

Signature: Stacy Danner Date: May 15, 2025

Certification as to ownership on the date of petition:

FOR OFFICIAL USE ONLY

Date 5/15/25

AB



**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to annex and zone Neighborhood Conservation-15 (NC-15) two parcels located at 922 and 926 Third Loop Road, TMNs 01511-01-037 and 01511-01-038.

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

---

**I. ISSUE UNDER CONSIDERATION:**

Request to annex two parcels located at 922 and 926 Third Loop Road, Tax Map Numbers 01511-01-037 and 01511-01-038, into the City of Florence and assign them the zoning designation of Neighborhood Conservation-15 (NC-15). The request is being made by the property owner.

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

On June 10, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously, 8-0, to recommend the annexation and zoning designation of NC-15.


**III. POINTS TO CONSIDER:**

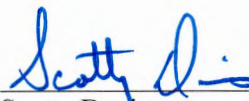
- (1) City water and sewer services are currently available to 926 Third Loop Road. Sewer is not available from Third Loop Road to 922, but a private sewer easement across 926 from Hallmark Drive is possible.
- (2) A Public Hearing for zoning was held at the June 10, 2025 Planning Commission meeting.
- (3) The lots are currently vacant, and the owner intends to construct a single family house on each.
- (4) City staff recommends annexation and concurs with Planning Commission's recommendation to approve the request to zone the property Neighborhood Conservation-15 (NC-15).

**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 NEIGHBORHOOD CONSERVATION-15 (NC-15)  
THE LOTS AT 922 AND 926 THIRD LOOP ROAD, TMN 01511-01-037 and 01511-01-038.**

**WHEREAS,** a Public Hearing was held in the Council Chambers on June 10, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

**WHEREAS,** application by Doulaveris Builders LLC, owner of TMNs 01511-01-037 and 01511-01-038, 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 NC-15:

**The property requesting annexation is shown more specifically on Florence County Tax Map 01511, block 01, parcel 037 (0.377 acre) and parcel 038 (0.381 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:

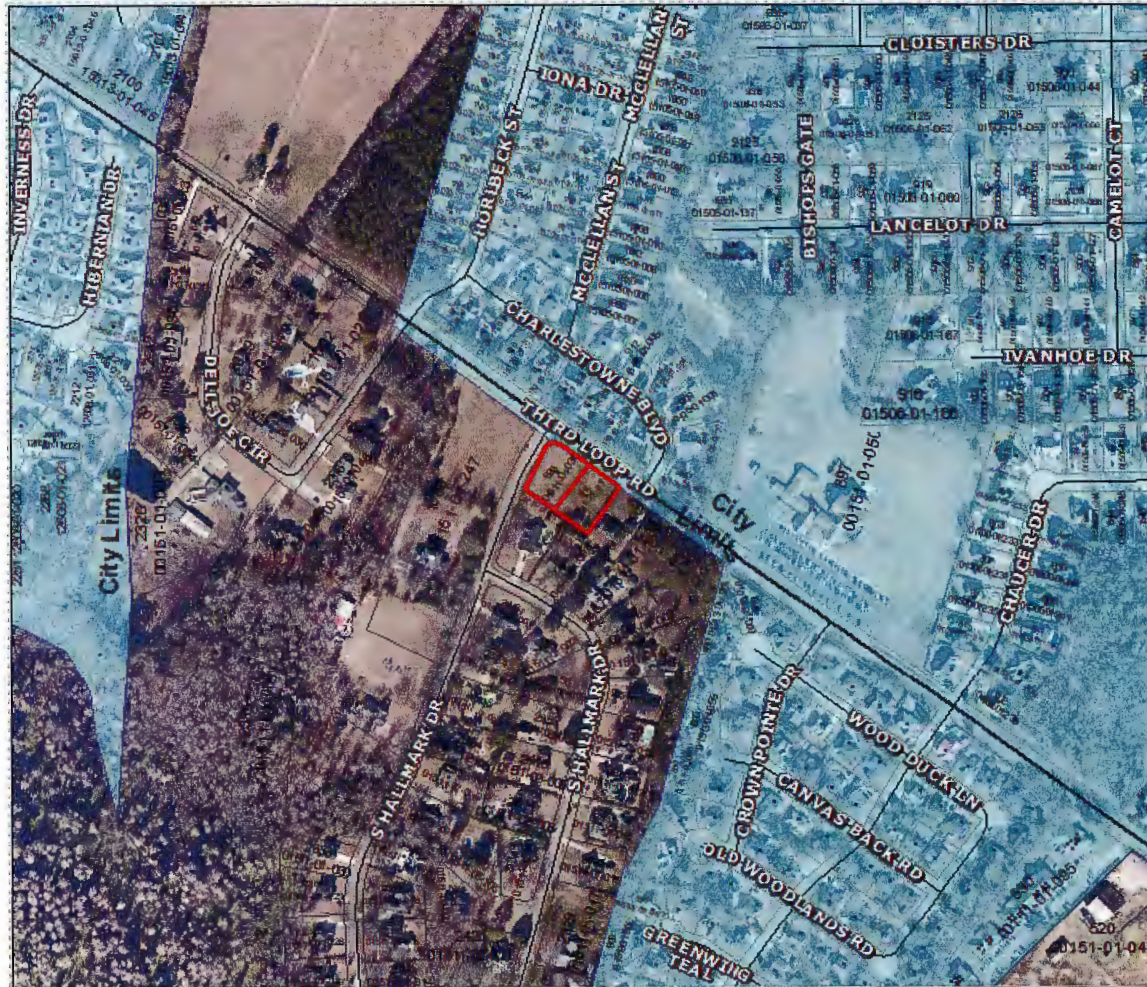
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Lethonia Barnes,  
Mayor

Attest:

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

**PC 2025-23**  
**Vicinity Map - 922 & 926 Third Loop Road**



**Legend**

- City Limits
- Parcels
- Proposed Parcel

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

**DISCLAIMER:**  
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50    25    0    50 Feet

Date: 5/28/2025



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

01511-01-037  
01511-01-038

3. Annexation is being sought for the following purposes:

City services

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

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

Total Residents  
Race  
Total 18 and Over  
Total Registered to Vote

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

Date \_\_\_\_\_

Steven J. Lawrence  
Petitioner

Date \_\_\_\_\_

\_\_\_\_\_  
Petitioner

Certification as to ownership on the date of petition:

FOR OFFICIAL USE ONLY

Date 4-30-25

AJ

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to annex and zone Light Industrial (IL) a lot located on Jennie O'Bryan Avenue, a portion of TMN 00122-01-042.

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

---

**I. ISSUE UNDER CONSIDERATION:**

Request to annex seven acres located on the north side of Jennie O'Bryan Avenue, being a portion of Tax Map Number 00122-01-042, into the City of Florence and assign it the zoning designation of Light Industrial (IL). The request is being made by the property owners.

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

On June 10, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously, 8-0, to recommend the zoning designation of Light Industrial.

**III. POINTS TO CONSIDER:**

- (1) City water services are currently available; however, sewer is not accessible to this portion of the lot.
- (2) Vacant parcels adjacent to this lot were recently annexed and zoned IL (Ordinance 2025-03). This parcel is proposed to be combined with those adjacent parcels.
- (3) A Public Hearing for zoning was held at the June 10, 2025 Planning Commission meeting.
- (4) The owner requests the zoning designation of Light Industrial. Light Industry is defined in the *Unified Development Ordinance* to mean uses that involve research and development, assembly, compounding, packaging, testing, or treatment of products from previously prepared materials, with limited outside storage and limited external impacts or risks; or wholesale uses; or rental or sale of large items that are stored outside. For illustrative purposes, light industry uses include:
  - a. Assembly, testing, or refurbishing of products, instruments, electronics, office and computing machines, and fixtures from pre-manufactured components;
  - b. Offices of general contractors, specialty subcontractors, or tradesmen which include:
    - i. Bay door access to indoor storage of tools, parts, and materials;
    - ii. Parking of commercial vehicles; or
    - iii. Outdoor storage areas that are smaller than the area of the first floor of the building that are used for storage of materials or vehicles that are less than 12 feet in height.
  - c. Communications facilities, except wireless telecommunications facilities;
  - d. Data centers, server farms, telephone exchange buildings, and telecom hotels;

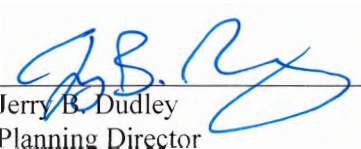


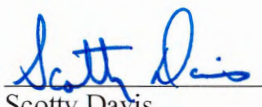
- e. Food production and packaging other than meat and seafood processing and restaurants;
  - f. Furniture making or refinishing;
  - g. Manufacture of textiles or apparel;
  - h. Screen printing of apparel;
  - i. Printing and publishing, except copy centers (which are commercial and personal services), and except printing presses that require a Stationary Source permit or Title V permit for air emissions (which are heavy industry);
  - j. Research and development, scientific testing, and product testing;
  - k. Disassembly of consumer electronics and / or appliances into component parts, where all operations and storage are within an enclosed building;
  - l. Manufacture or compounding of pharmaceutical products, dietary supplements, health and beauty products, and herbal products; and
  - m. Packaging of products.
- (5) Land uses of adjacent parcels include recreational facilities, a church, railroad tracks, equipment rentals, a wholesale beverage distributor, and a variety of auto sales and service establishments.

**IV. PERSONAL NOTES:**

**V. ATTACHMENTS:**

- A) Ordinance
- B) Vicinity Map
- C) Annexation Petition

  
Jerry B. Dudley  
Planning Director

  
Scotty Davis  
City Manager

**ORDINANCE NO. 2025 - \_\_\_\_\_**

**AN ORDINANCE TO ANNEX AND ZONE LIGHT INDUSTRIAL SEVEN ACRES ON JENNIE O'BRYAN AVENUE, A PORTION OF TMN 00122-01-042:**

**WHEREAS,** a Public Hearing was held in the Council Chambers on June 10, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

**WHEREAS,** application by Nucor Corporation, owner of TMN 00122-01-042, 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 Light Industrial:

**The property requesting annexation is shown more specifically on Florence County Tax Map 00122, block 01, parcel 042 (7.00 acres).**

**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:

\_\_\_\_\_  
City Attorney

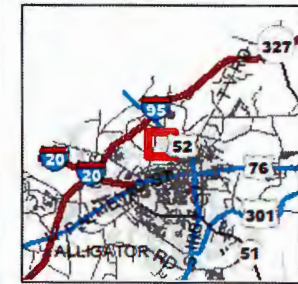
\_\_\_\_\_  
Lethonia Barnes,  
Mayor

Attest:

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

PC 2025-25

## Location Map - Jennie O'Bryan Avenue



### Legend

- City Limits
- Parcels
- Proposed Parcel

FULL LIFE, FULL FORWARD  
**FLORENCE**  
SOUTH CAROLINA

**DISCLAIMER:**  
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2000 1000 0 2000 Feet

Date: 4/29/2025



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

7-acre portion of parcel 00122-01-040 lying north of Jennie O'Bryan Av.

3. Annexation is being sought for the following purposes:

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

Date 4/28/25

Marc C. Moore  
Petitioner Nucor Corp.  
By: Marc Moore  
\_\_\_\_\_  
Petitioner

Certification as to ownership on the date of petition:

Date 4/28/25

FOR OFFICIAL USE ONLY

AB

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to annex and zone Neighborhood Conservation-6.3 (NC-6.3) a parcel located on Westfield Drive, TMN 00072-01-045.

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

---

**I. ISSUE UNDER CONSIDERATION:**

Request to annex one parcel located on Westfield Drive with Tax Map Number 00072-01-045 into the City of Florence and assign it the zoning designation of Neighborhood Conservation-6.3 (NC-6.3). The request is being made by the property owner.

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

On June 10, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously, 8-0, to recommend the annexation and zoning designation of NC-6.3.


**III. POINTS TO CONSIDER:**

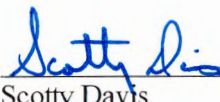
- (1) City water and sewer services are currently available, with no cost to extend utilities.
- (2) A Public Hearing for zoning was held at the June 10, 2025 Planning Commission meeting.
- (3) The property owner intends to construct townhouses on this site.
- (4) City staff recommends annexation and concurs with Planning Commission's recommendation to approve the request to zone the property Neighborhood Conservation-6.3 (NC-6.3).

**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 NEIGHBORHOOD CONSERVATION-6.3 (NC-6.3)  
A PARCEL LOCATED ON WESTFIELD DRIVE, TMN 00072-01-045.**

**WHEREAS,** a Public Hearing was held in the Council Chambers on June 10, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

**WHEREAS,** application by Hopkins Builders, owner of TMN 00072-01-045, 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 NC-6.3:

**The property requesting annexation is shown more specifically on Florence County Tax Map 00072 block 01, parcel 045 (1.24 acres).**

**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:

\_\_\_\_\_  
City Attorney

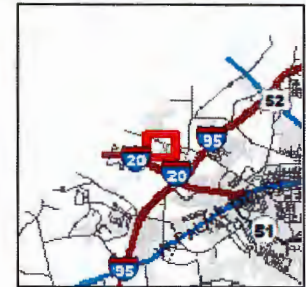
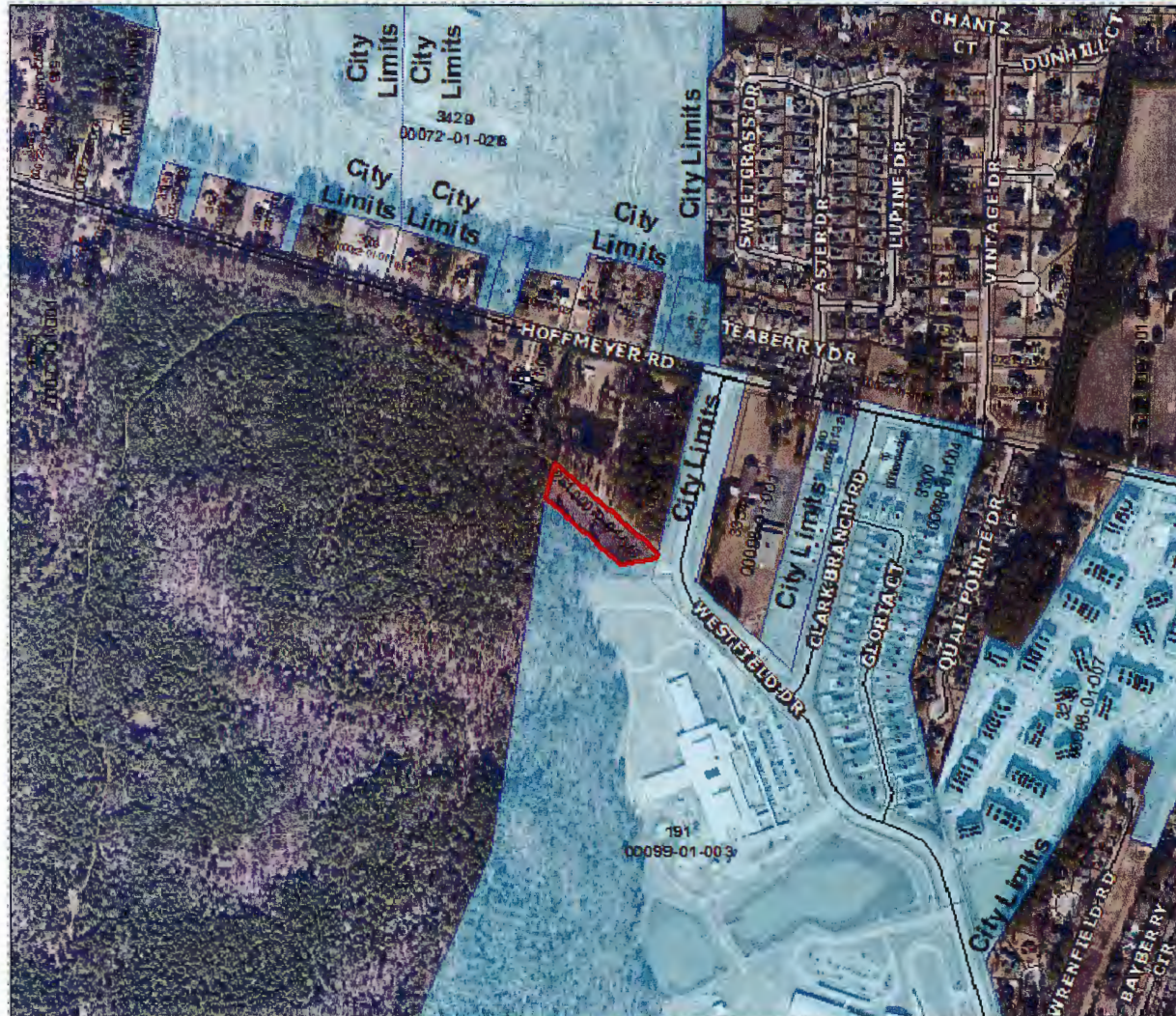
\_\_\_\_\_  
Lethonia Barnes,  
Mayor

Attest:

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



# **PC 2025-26** **Vicinity Map - 251-285 Westfield Drive**



## **Legend**

- City Limits
- Parcels
- Proposed Parcel

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 SOUTH CAROLINA

**DISCLAIMER:**  
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200 100 0 200 Feet

Date: 5/16/2025

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

00072-01-045

3. Annexation is being sought for the following purposes:

City Services

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

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

Total Residents \_\_\_\_\_  
Race \_\_\_\_\_  
Total 18 and Over \_\_\_\_\_  
Total Registered to Vote \_\_\_\_\_

Date 5-12-25

  
Petitioner

Date \_\_\_\_\_

\_\_\_\_\_  
Petitioner

Certification as to ownership on the date of petition:

FOR OFFICIAL USE ONLY

Date 5-12-25

A3



**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** An Ordinance to name the private road located in front of TMN 00099-01-212.

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

---

**I. ISSUE UNDER CONSIDERATION:**

Request to name an existing private road behind the Target store at 2791 David H. McLeod Boulevard which fronts Tax Map Number 00099-01-212 "T. Ed Byrd Way". The request is being made by the property owner.

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

On June 10, 2025, the City of Florence Planning Commission held a public hearing on this matter and voted unanimously, 8-0, to recommend the name "T. Ed Byrd Way" for the private road.


**III. POINTS TO CONSIDER:**

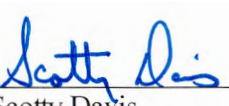
- (1) Only one undeveloped parcel fronts this street.
- (2) This is a private road owned and maintained by Byrd Properties, Inc. It was developed in the 1990s but was never named. A new development is proposed, and emergency response and e911 requirements necessitate that the road be named for addressing purposes.
- (3) City staff compared the proposed street name to those existing in the e911 database and found no conflict.
- (4) City staff concurs with Planning Commission's recommendation to approve the proposed road name of "T. Ed Byrd Way".

**IV. PERSONAL NOTES:**

**V. ATTACHMENTS:**

- (1) Ordinance
- (2) Vicinity Map
- (3) Street Naming Petition

  
Jerry B. Dudley  
Planning Director

  
Scotty Davis  
City Manager

**ORDINANCE NO. 2025 - \_\_\_\_\_**

**AN ORDINANCE TO NAME THE PRIVATE ROAD LOCATED  
IN FRONT OF TAX MAP NUMBER 00099-01-212.**

**WHEREAS,** a Public Hearing was held in the Council Chambers on June 10, 2025 at 6:00 P.M. before the City of Florence Planning Commission, and notice of said hearing was duly given;

**WHEREAS,** application by Byrd Properties, Inc., the owner of the private road fronting TMN 00099-01-212 and leading to the Magnolia Mall ring road, was presented requesting that the aforesaid private road be named T. Ed Byrd Way;

**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 to name the private road as requested by the property owner after necessary legal documents have been properly executed.
2. That this Ordinance shall become effective in seven days 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 C. Moore,  
Municipal Clerk

# PC 2025-22

## Vicinity Map - Private Road



### Legend

- City Limits
- Parcels
- Private Road

FLORIDA LIFE FULL FORWARD  
**FLORENCE**  
SOUTH CAROLINA

**Disclaimer:**  
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400 200 0 400 Feet

Date: 5/28/2025





**City of Florence, South Carolina**  
324 West Evans Street, Florence, SC 29501-3465  
Planning, Research, & Development Department  
Phone: (843) 665-2047

### Street Renaming Petition

We the undersigned property owners/residents request the City of Florence Planning Commission to change the name of a street pursuant to City Code Sec 17-21 and S.C. Code § 6-29-1200.

Reason for street name change: STREET IS CURRENTLY UNAMED AND PRIVATELY OWNED AND PUBLICLY USED.

We understand that:

1. Prior to street names being approved, staff will check the proposed names against the E 9-1-1 Master Street Address Guide to determine if there are any phonetic similarities to existing street names.
2. Submitting this petition does not guarantee that the request will be approved.
3. Street name changes are approved by the City of Florence Planning Commission.

Upon receiving approval certifying a changed street name, the petitioner must submit a copy of a plat with the new street name. The plat is to be stamped by City Planning for approval and the applicant must have the plat recorded at the Florence County Tax Assessor's office and Clerk of Courts.

Location of street to be named: Must include Tax Map Number and description of the area: THE STREET/ROAD IS OWNED BY BYRD PROPERTIES, INC. TAX PARCEL 000 99-01-212 AND CONNECTS DUNBARTON DR. BEHIND TARGET TO THE CIRCLE ROAD AROUND MAGNOLIA MALL. (SEE ATTACHED)

We request to rename the street to the following: Must submit three choices. Petitions with less than three will not be considered.

1. ED BYRD WAY
3. T. EDWARD BYRD WAY
2. ED BYRD LANE

Petitioner(s) Name, Address, and Telephone Number (Continue on the back if necessary):

DREW CHAPLIN (REPRESENTATIVE) 135 S. DARGAN ST.  
SUITE 301, FLORENCE, SC 29506  
(843) 667-4999 dc@pallmettocommercial.com

Please return petition to the Department of Planning, Research, and Development at 324 West Evans Street, Florence, SC 29501.

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025  
**AGENDA ITEM:** Resolution  
**DEPARTMENT/DIVISION:** City Council  
Sponsored by Councilman J. Lawrence Smith, II

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**I. ISSUE UNDER CONSIDERATION:**

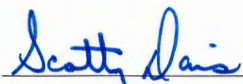
A Resolution of Recognition for Rahsaan “Saani” Perry for being named the 2025 National Assistant Principal of the Year.

**II. POINTS TO CONSIDER:**

1. Rahsaan “Saani” Perry, Assistant Principal of West Florence High School in Florence 1 Schools, has received national recognition as the 2025 National Assistant Principal of the Year by the National Association of Secondary School Principals (NASSP).
2. Mr. Perry was named the South Carolina Administrators Association High School Principal of the Year in December 2024, making him eligible to compete for the national honor.
3. Mr. Perry’s innovative, inclusive, and holistic approach to educational leadership has earned widespread respect and admiration from peers, administrators, and education leaders nationwide.

**III. ATTACHMENTS:**

1. Proposed Resolution



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

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

**RESOLUTION NO. 2025-22**

**A RESOLUTION RECOGNIZING RAHSAAN PERRY FOR BEING NAMED THE 2025  
NATIONAL SECONDARY ASSISTANT PRINCIPAL OF THE YEAR.**

**WHEREAS**, Rahsaan Perry, former Assistant Principal of West Florence High School and now Principal of Moore Middle School in Florence 1 Schools, has been named the 2025 National Secondary Assistant Principal of the Year by the National Association of Secondary School Principals (NASSP); and

**WHEREAS**, Mr. Perry demonstrated transformative leadership at West Florence High School by spearheading the expansion of the STEM magnet program; and

**WHEREAS**, he founded and led impactful initiatives such as the Shining Knights program, recognizing student excellence across academics, arts, athletics, leadership, and service; Wellness Weekends, promoting mental and physical well-being for students and staff; and the Sharper Knights mentoring program, offering critical guidance and support to young men; and

**WHEREAS**, Mr. Perry championed innovation by leading the school's transition from a traditional bell schedule to one designed to enhance student engagement and relationship-building, while also launching the West Cares initiative to empower students in addressing safety and mental health concerns; and

**WHEREAS**, his visionary leadership, collaborative spirit, and unwavering commitment to the holistic development of students have earned the admiration of colleagues, school administrators, and national education leaders alike; and

**WHEREAS**, this prestigious national honor recognizes not only Mr. Perry's exceptional contributions to the field of education, but also the strength and vitality of the Florence 1 Schools system and the broader Florence community.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Florence, South Carolina, hereby congratulates and recognizes Rahsaan Perry for his extraordinary accomplishments and national recognition as the 2025 National Secondary Assistant Principal of the Year.

**RESOLVED THIS 14<sup>TH</sup> DAY OF JULY 2025.**

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
LETHONIA BARNES  
MAYOR

ATTEST:

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

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 14, 2025

**AGENDA ITEM:** Resolution authorizing the City Manager of the City of Florence to execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program subrecipient agreement between the City of Florence and the South Carolina Disaster Recovery Office to fund an infrastructure improvement project that will mitigate the impact of future disasters.

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

---

**I. ISSUE UNDER CONSIDERATION:**

A Resolution authorizing the City Manager of the City of Florence to execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program subrecipient agreement between the City of Florence and the South Carolina Disaster Recovery Office to fund an infrastructure improvement project that will mitigate the impact of future disasters.

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

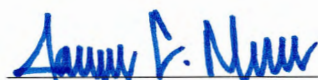
1. City Council passed Resolution 2023-38 on April 12, 2023 and Resolution 2024-37 on October 14, 2024 to authorize the City Manager to execute the sub-recipient agreement with the South Carolina Office of Resilience for the Pennsylvania Street stormwater mitigation project.
2. The current resolution will increase the award amount by \$2,191,191.70 for a total project award not to exceed \$5,135,091.70.

**III. POINTS TO CONSIDER:**

1. The grants were made available through the American Rescue Plan Act and are distributed through the South Carolina Office of Resilience, Disaster Recovery Division.
2. The scope of the Pennsylvania Street Stormwater Mitigation Project involves the upgrade of stormwater infrastructure (pipe, inlets, and junction boxes) in the watershed that includes the Pennsylvania Street corridor.
3. This project will improve drainage and upgrade failing infrastructure throughout the watershed.

**IV. ATTACHMENTS:**

1. Proposed Resolution



Clint Moore  
Assistant City Manager



Scotty Davis  
City Manager

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) STORMWATER INFRASTRUCTURE PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF FLORENCE AND THE SOUTH CAROLINA OFFICE OF RESILIENCE TO FUND A STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT THAT WILL MITIGATE THE IMPACT OF FUTURE DISASTERS.**

**WHEREAS**, the City of Florence was awarded \$2,943,900.00 in ARPA grant funds from the South Carolina Office of Resilience to carry out mitigation activities in a timely manner; and

**WHEREAS**, all terms of the City of Florence Pennsylvania Street stormwater mitigation project's as amended in the September 16, 2024 Award Determination Letter terms and conditions and the amended Resolution (No. 2024-37) signed October 14, 2024, are to be upheld unless modified by this amendment; and

**WHEREAS**, all references in Resolution No. 2024-37, to the City of Florence ARPA-funded stormwater infrastructure project's Award Determination Letter terms and conditions shall be for the modified Award Determination Letter as amended June 12, 2025; and

**WHEREAS**, the City of Florence agreed to provide an amended Commitment of Funds Letter, signed by the applicant and the governing body, that identifies the funding source(s) needed to complete the Pennsylvania Street Stormwater Mitigation Project; and

**WHEREAS**, the City of Florence recognizes in this amended Resolution and by signature of the September 16, 2024 Award Determination Letter by applicant and governing body, full responsibility for any and all cost overruns in excess of the total amount granted, **not to exceed \$5,135,091.70**; and

**WHEREAS**, the City of Florence will continue to participate in updating the South Carolina Office of Resilience throughout the duration of the grant; and

**WHEREAS**, the City of Florence acknowledges and accepts responsibility for the management and monitoring of contractors and their respective projects; and

**WHEREAS**, the City of Florence acknowledges and accepts ownership and responsibility for the ongoing operation and maintenance for the life of the improvement; and

**WHEREAS**, the City of Florence will uphold these infrastructure improvements in a manner that conforms to all health and safety requirements;



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

1. That the City of Florence respectfully accepts the additional funding provided by the South Carolina Disaster Recovery Office through the ARPA Stormwater Infrastructure Program to fund infrastructure improvements that will mitigate the impact of future flooding.
2. That the City of Florence respectfully accepts responsibility for completion of the Project, any defects or failures, and the long-term maintenance after completion.

**AND IT IS SO RESOLVED,** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**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:** July 14, 2025

**AGENDA ITEM:** A resolution to approve the Housing Authority of Florence to dispose of real estate properties.

**DEPARTMENT/DIVISION:** Community Services

---

**I. ISSUE UNDER CONSIDERATION:**

A resolution approving the disposition by the Housing Authority of Florence (HAF) of certain of its real estate properties and other matters relating thereto.

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

It has not been considered, nor has any previous action been taken, by Florence City Council

**III. POINTS TO CONSIDER:**

- (1) The HAF Board of Commissioners has determined that it is in the best interest to sell or dispose of 59 real estate properties.
- (2) The reasons for disposal include costly home repairs, high vacancy rates, and locations no longer conducive to accommodating housing programs.
- (3) Proceeds from the sale of properties will be used to construct new units in more conducive areas, which will provide affordable housing opportunities.
- (4) Prior to the sale of properties, South Carolina law requires the HAF to have prior approval from its Board of Commissioners and the City Council of the City of Florence.
- (5) The US Department of Housing and Urban Development will also review the proposed sell or disposition of properties by the HAF.

**IV. PERSONAL NOTES:**

**V. ATTACHMENTS:**

- (1) Ordinance
- (2) Exhibit A: List of Properties Proposed for Disposition
- (3) Exhibit B: Proposed Letter of Support from the City of Florence

  
Jerry B. Dudley  
Planning Director

  
Scotty Davis  
City Manager

## **RESOLUTION NO. 2025-**

### **A RESOLUTION APPROVING THE DISPOSITION BY THE HOUSING AUTHORITY OF THE CITY OF FLORENCE OF CERTAIN OF ITS REAL PROPERTIES AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, by resolution in accordance with Section 31-3-340 of the South Carolina Code of Laws, the City Council (“City Council”) of the City of Florence, South Carolina (“City”) established the Housing Authority of Florence, South Carolina (“HAF”), and appointed a Board of Commissioners (“BOC”) to govern the HAF; and

**WHEREAS**, the BOC has determined that it is in the best interest of the HAF to sell or otherwise dispose of certain HAF real properties and, as such, the HAF must submit a disposition application to the United States Department of Housing and Urban Development (“HUD”); and

**WHEREAS**, HUD reviews applications for demolition and/or disposition through its Special Applications Center (“SAC”) in accordance with the requirements of 24 Code of Federal Regulations Part 970 and will approve SAC applications if the Public Housing Authority (“PHA”) certifies that it has determined the disposition to be appropriate; and

**WHEREAS**, the HAF has determined that the disposition of certain of its real properties (the “Properties”), as further identified in the attached **Exhibit “A”**, is appropriate as the Properties are too costly for the HAF to repair, have high rates of vacancy, and are located in areas no longer conducive to accommodating housing programs; and

**WHEREAS**, according to Section 31-3-500(A) of the South Carolina Code of Laws, whenever a public housing authority determines that real property is surplus to its needs, it may so declare by resolution of its commissioners and proceed to sell the real property at public sale; provided that the sale has the prior approval of the council of the city for which the authority was created; and

**WHEREAS**, the HAF has determined the Properties are presently surplus to its needs and proceeding with a public sale of the Properties is appropriate; and

**WHEREAS**, the HAF requests the consideration of the City Council to approve the HAF’s disposition of the Properties as further defined in the attached **Exhibit “A”**; and

**WHEREAS**, the HAF requests the consideration of the City Council to approve a letter in support of HAF’s disposition of said Properties as set forth in the attached **Exhibit “B”**.

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

**Section 1:** The Mayor and City Council of the City of Florence, South Carolina hereby approves of the HAF’s plan of disposition for certain real properties as identified in the attached Exhibit “A”, as stipulates that this approval of City Council is subject to the final approval by HUD.

**Section 2:** The City Council authorizes the City Manager to sign a letter of support substantially in the form of the attached Exhibit “B”, or in such other form approved by the City Attorney.

**Section 3:** This Resolution is adopted to meet the requirements of S.C. Code §31-3-500(B)(1) and (3).

**Section 4:** This Resolution shall be effective immediately upon its approval by City Council

**AND IT IS SO RESOLVED THIS 14<sup>TH</sup> DAY OF JULY, 2025.**

**Requested by:**

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**SCOTTY DAVIS**  
City Manager

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**LETHONIA BARNES**  
Mayor

**APPROVED AS TO FORM:**

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**RONALD T. SCOTT**  
City Attorney

**ATTEST:**

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**CASEY C. MOORE**  
Municipal Clerk

## **EXHIBIT A**

### **Property Addresses and Tax Map Numbers Proposed for Disposition by HAF**

- 1) 159 Homestead Drive; TM: 90035-02-017
- 2) 131 Sycamore Drive; TM: 90034-18-012
- 3) 158 Sycamore Drive; TM: 90035-02-018
- 4) 164 Sycamore Drive; TM: 90035-02-014
- 5) 3620 Leigh Lane; TM: 01812-01-413
- 6) 3525 Tara Drive; TM: 01812-01-186
- 7) 1716 Williamsburg Circle; TM: 90125-01-006
- 8) 1717 Williamsburg Circle; TM: 90125-03-019
- 9) 1733 Williamsburg Circle; TM: 90125-02-007
- 10) 1752 Williamsburg Circle; TM: 90125-01-019
- 11) 1756 Williamsburg Circle; TM: 90125-01-021
- 12) 822 W. Evans St. TM: 90061-14-020
- 13) 402 Winston St. TM: 90063-03-001
- 14) 145 Westford Rd. TM: 90099-10-014
- 15) 220 Wiley Lane TM: 01762-01-084
- 16) 3106 Flamingo Rd. TM: 90156-02-020
- 17) 1112 Brunwood Dr. TM: 90037-04-004
- 18) 1107 Mimosa Dr. TM: 90038-01-015
- 19) 921 Sherwood Dr. TM: 90037-03-009
- 20) 3721 King George Dr. TM: 90162-01-018
- 21) 3701 King Henry Dr. TM: 90163-02-001
- 22) 3303 Skylane Dr. TM: 90158-02-002
- 23) 3714 Winlark Dr. TM: 90163-04-008
- 24) 335 Wilson Rd. TM: 01765-02-017
- 25) 1904 Adair Dr. TM: 90056-17-008
- 26) 220 Barnwell Dr. TM: 90055-04-003
- 27) 2604 Chase St. TM: 90072-08-009
- 28) 611 Dixie St. TM: 90072-02-002
- 29) 702 Ingram St. TM: 90059-19-023
- 30) 219 E. Marion St. TM: 90085-21-013
- 31) 710 Cumberland Dr. TM: 01471-01-053
- 32) 727 Cumberland Dr. TM: 01471-01-023
- 33) 1107 Patterson St. TM: 01471-01-019
- 34) 1125 Patterson St. TM: 01471-01-010
- 35) 706 Philadelphia Place TM: 01471-01-035
- 36) 707 Philadelphia Place TM: 01471-01-004
- 37) 718 Roosevelt St. TM: 90059-19-013
- 38) 901 Ranch Rd. TM: 01781-01-033
- 39) 904 Ranch Rd. TM: 01781-01-051
- 40) 912 Tumbleweed Dr. TM: 01781-01-050
- 41) 1122 Diggs Ave. TM: 01763-05-012

- 42) 1132 Diggs Ave. TM: 01763-05-009
- 43) 1133 Hollings Ave. TM: 01763-05-003
- 44) 1201 Hollings Ave. TM: 01763-11-022
- 45) 1207 Hollings Ave. TM: 01763-11-024
- 46) 1105 Lawrence Dr. TM: 01763-07-009
- 47) 1105 Middleton St. TM: 01763-06-049
- 48) 1107 Newman Ave. TM: 01763-02-008
- 49) 1115 Newman Ave. TM: 01763-03-009
- 50) 1123 Newman Ave. TM: 01763-03-011
- 51) 1009 E. Royal St. TM: 01761-04-026
- 52) 158 Calhoun St. TM: 90046-04-009
- 53) 418 S. Graham St. TM: 90075-01-037
- 54) 228 Crown Circle TM: 01762-01-079
- 55) 2308 Lakeview Dr. TM: 90122-03-005
- 56) 1656 Ard St. TM: 90133-02-021
- 57) 501 E. Jarrott St. TM: 90103-15-015
- 58) 6109 National Cemetery Rd. TM: 00309-01-036
- 59) 2109 S. Firetower Rd. 00309-01-027

## **EXHIBIT B**

### **Draft Letter of Support from the City of Florence, South Carolina**

\_\_\_\_\_, 2025

Dr. Alphonso Bradley  
Chief Executive Officer  
Housing Authority of the City of Florence, SC  
2640 West Palmetto Street  
Florence, SC 29503  
abradley@hafsc.org

RE: Disposition of Real Property

Dear Dr. Bradley,

This letter is to provide support from the City of Florence ("City") for the initiative of the Housing Authority of the City of Florence, SC ("HAF") to dispose of the Real Property as defined in Exhibit "A" of the attached Resolution.

The City appreciates the efforts that have been undertaken by HAF to analyze and assess the current conditions of its properties and housing units. Accordingly, the City understands HAF's decision to dispose of certain real properties based on the significantly increasing maintenance costs, high vacancy rates, and other factors rendering these properties suitable for disposition.

The support of the City is conditioned on the commitment of the HAF to reconstruct new housing units in other areas within the HAF's territorial jurisdiction. The loss of any affordable housing in our community is always a concern, but we are pleased with the plans of the HAF to sell the referenced properties and use the proceeds of such sales to construct new units in more conducive areas, which will provide new affordable housing and further economic growth and prosperity in the City.

We look forward to our continued partnership in working to improve and expand affordable housing in our community.

Sincerely,

Scotty Davis  
City Manager