

Council Members

District 1: John Thomas
District 2: Bob Anderson
District 3: Everett Carolina
District 4: Lillie Jean Johnson, *Vice Chair*
District 5: Raymond L. Newton
District 6: Steve Goggans
District 7: Louis R. Morant, *Chairman*

**County Administrator**

Angela Christian

Clerk to Council

Theresa E. Floyd

April 27, 2021

5:30 PM

**GEORGETOWN COUNTY COUNCIL
Howard Auditorium, 1610 Hawkins Street,
Georgetown, SC**

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Meeting - April 13, 2021**
- 6. CONSENT AGENDA**
 - 6.a Contract #17-076, Task Order 2, Brick Chimney Rd. Phase 2 Final Design**
 - 6.b Procurement #20-106, Replacement of Wheel Loader**
 - 6.c Land Records Program for Register of Deeds**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**
 - 9.a Resolution No. 21-10 - Support of Matching Grant Funds for Community Development Block Grant / Lincolnshire Drainage System**
 - 9.b Resolution No. 21-11 - A Resolution in Support of Senate Bill 40 Requiring Parking on State Highway Facilities Located on Barrier Islands to Be Free and Only Restricted with SCDOT Approval.**
 - 9.c Resolution No. 21-12 - To Name a Portion of Highway in Honor of Former Georgetown County Sheriff, A. Lane Cribb**

10. THIRD READING OF ORDINANCES

- 10.a ORDINANCE NO. 21-12 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT I, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.**
- 10.b ORDINANCE NO. 21-13 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING (LAMBERT I, LLC).**
- 10.c ORDINANCE NO. 21-14 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT II, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.**
- 10.d ORDINANCE NO. 21-15 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING (LAMBERT II, LLC).**

11. SECOND READING OF ORDINANCES

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 21-17 - An Ordinance to amend Article IV, General Provisions of the Zoning Ordinance to add Section 426 dealing with lighting requirements for residential developments along waterways.**
- 12.b Ordinance No. 21-18 - An Ordinance to amend the Georgetown Memorial Hospital Weehaw Campus Planned Development, TMS No. 02-1009-018-02-03, to allow for multi-family as a permitted use.**
- 12.c Ordinance No. 21-19 - Amendment of the FY 2020/2021 Budget Ordinance.**

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Nonprofit Spotlight -- Martha's House

15.b Litchfield Villas LLC - Request to Install Security Gates at Community Entrances (TMS 04-0144-083-00-00 and 04-0144-084-00-00)

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

16.a Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council.

16.b Ordinance No. 21-07 - An Ordinance to Repeal, Replace, and/or Establish Certain Fees Payable to the Georgetown County Coroner's Office, and Set Guidelines for the Same

16.c Ordinance No. 21-16 - An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Receipt of Legal Advice and Discussion Concerning Employment Matters Covered by the Attorney-Client Privilege Pursuant to S.C. Code Ann. § 30-4-70(a)(1)

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 4/27/2021
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:
Regular Council Meeting - April 13, 2021

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
n/a

FINANCIAL IMPACT:
n/a

OPTIONS:
1. Approval of minutes as submitted.
2. Offer amendments.

STAFF RECOMMENDATIONS:
Adoption of meeting minutes.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▣ DRAFT - 4/13/21 Minutes	Backup Material

Georgetown County Council held a Regular Council Meeting on Tuesday, April 13, 2021, at 5:30 PM in the Howard Auditorium, 1610 Hawkins Street, Georgetown, South Carolina.

Present: Bob Anderson Louis R, Morant
 Everett Carolina Raymond Newton
 Steve Goggans John W. Thomas
 Lillie Jean Johnson

Staff: Angela Christian Theresa E. Floyd
 Jackie Broach-Akers H. Thomas Morgan, Jr.

Other staff members, members of the public, and representatives of the media were also present. In accordance with the Freedom of Information Act, a copy of the agenda was sent to newspapers, television, and radio stations, citizens of the County, Department Heads, and posted on the bulletin board in the historic Courthouse.

Chairman Louis R. Morant called the meeting to order. Councilmember Everett Carolina gave an invocation, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Raymond Newton moved for approval of the meeting agenda, along with a recommendation to move Report 15a, non-profit spotlight, and Report 15b, (an informational report on the Black River Cypress Preserve, and Rocky Point Community Forest) forward on the meeting agenda. Councilmember Bob Anderson offered a second. There was no discussion on the motion.

In Favor: Bob Anderson Louis R, Morant
 Everett Carolina Raymond L. Newton
 Steve Goggans John W. Thomas
 Lillie Jean Johnson

PUBLIC COMMENTS:

Tranis Parker

Mr. Parker voiced concerns regarding flooding issues within the Whites Creek area. While the residents are fighting for grant money to address these issues, he asked County Council to consider dedicating the remaining Capital Project Sales Tax funding (surplus. He stated that he would continue to come before County Council “begging” for what is “fair”, as the residents of this community just want the ability to come out of their homes and walk to their car without going through “a river”.

MINUTES:

Regular Council Session – March 23, 2021

Councilmember Bob Anderson moved for approval of the minutes of County Council’s meeting on March 23, 2021. Councilmember Steve Goggans seconded the motion. Chairman Louis Morant called for discussion on the motion, and none occurred.

In Favor: Bob Anderson Louis R, Morant
 Everett Carolina Raymond L. Newton
 Steve Goggans John W. Thomas
 Lillie Jean Johnson

CONSENT AGENDA:

The following reports were included on the consent agenda, and approved as part of the agenda approval process.

Contract #19-034, Task Order 12, Patching Trey Ave. – County Council approved Task Order #12, with Coastal Asphalt, in the amount of \$113,639.00.

Contract #20-038-SC, Task Order #02, Waverly Road Multiuse Path and Drainage Improvements Design – County Council approved Task Order #2, with Stantec, in the amount of \$104,500.00.

Contract #20-038-TH, Task Order #03, Petigru Drive Multiuse Path and Drainage Improvements Design – County Council approved Task Order #03, with Thomas & Hutton Engineering, in the amount of \$160,300.00.

Procurement #21-013, FY21 Municipal Lease/Purchase Financing for Vehicles and Heavy Equipment – County Council awarded a Municipal Lease/Purchase Financing Agreement to BB&T, dba Truist Bank, and adopted Resolution No. 21-05 approving the associated financing terms.

Procurement No. 21-016 - Grass Cutting & Grounds Maintenance for Western Part of County – County Council approved a Service Contract with WJ Britton Landscaping, LLC for Grass Cutting and Grounds Maintenance for the Western Parks Section, at the rates listed in the submitted bid package.

Procurement No. 21-027 – Emergency Marsh Walk Repairs – County Council approved emergency procurement, in the amount of \$144,458.00, to Associates Roofing & Construction, Inc. for Marsh Walk repairs, and authorized use of fund balance in the Murrells Inlet Revitalization Fund for this purpose.

Procurement #21-028, Opticom Emergency Vehicle System – County Council awarded procurement of the Opticom Emergency Vehicle System to Global Traffic Technologies.

Procurement #21-030, Sea Ark Commercial 2672 Workhorse Boat, Motor, Trailer and Equipment – County Council approved award to the Boat Shed, First Vehicle Services, and Live Wire Electronics to build a complete unit for Midway Fire & Rescue in a total amount of \$112,675.04.

PUBLIC HEARINGS:

Ordinance No. 21-09

County Council held a public hearing on Ordinance No. 21-09, an Ordinance Authorizing (1) the Execution and Delivery of a First Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The “County”), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto. There were no public comments pertaining to Ordinance No. 21-09, and Chairman Morant ordered the public hearing closed.

Ordinance No. 21-12

County Council held a public hearing on Ordinance No. 21-12, titled, “AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT I, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS”. Two individuals, both attending the meeting

virtually, spoke during the public hearing in regards to projects associated with the Fee-in-Lieu of Tax and Joint County Industrial Park Agreement for Lambert I, LLC and Lambert II, LLC:

John Marcarelli, Vice President of Business Development, Silicon Ranch – Mr. Marcarelli addressed County Council regarding the Lambert I and Lambert II Solar Projects. Silicon Ranch is the owner/operator of a company focused on renewable energy projects. Based in Nashville, TN, they develop to own and operate long term projects, and become stakeholders in the community. The Company has a 100% tract record of generating energy to serve utility companies or large scale industrial projects. Following his comments, Mr. Marcarelli responded to specific questions regarding the project from members of County Council.

Luke Wilkinson, Vice President of Project Development, Silicon Ranch – Mr. Wilkinson advised Council members that his team focused on the site location for the Lambert Projects, which is a 2,000+ acre tract possessing all of the grid requirements for this project. They partnered with a timber company on this project, have a purchase option on the property, and are excited about the opportunity of conducting business in Georgetown, South Carolina. Following his comments, Mr. Wilkinson responded to specific questions regarding the project from members of County Council.

ORDINANCE NO. 21-13

County Council held a public hearing on Ordinance No. 21-13, titled, “AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING (LAMBERT I, LLC)”. Aside from the previous speakers as noted, no individual came forward to speak for, or against Ordinance No. 21-13. Chairman Louis Morant ordered the public hearing closed.

ORDINANCE NO. 21-14

County Council held a public hearing on Ordinance No. 21-14, titled, “AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT II, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS”. Aside from the previous speakers as indicated, there were no public comments pertaining to Ordinance No. 21-14, and the public hearing was closed.

ORDINANCE NO. 21-15

County Council held a public hearing on Ordinance No. 21-15, titled, “AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING (LAMBERT II, LLC)”. There were no public comments pertaining to Ordinance No. 21-15, and Chairman Morant ordered the public hearing closed.

RESOLUTIONS / PROCLAMATIONS:

Resolution No. 21-06

A motion was made by Councilmember Bob Anderson for the adoption of Resolution No. 21-06, a resolution to declare the week of May 16-22, 2021, as “Public Works Week” in Georgetown County. Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion, and there was none.

In Favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Proclamation No. 21-07

Councilmember Lillie Jean Johnson moved for the adoption of Proclamation No. 21-07 in recognition of National County Government Month (April). Councilmember Bob Anderson offered as second on the motion. There was no discussion.

In Favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

RESOLUTION NO. 21-08

Councilmember Everett Carolina moved for the adoption of Resolution No. 21-08, titled, "A RESOLUTION COMMITTING TO NEGOTIATE a FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN GEORGETOWN COUNTY AND PROJECT LAMBERT I; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO". Councilmember Raymond Newton seconded the motion. Upon a call for discussion from Chairman Morant, there was none.

In Favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

RESOLUTION NO. 21-09

A motion was made by Councilmember Raymond Newton for the adoption of Resolution No. 21-09, titled, "A RESOLUTION COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN GEORGETOWN COUNTY AND PROJECT LAMBERT II; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO". Councilmember Everett Carolina offered a second on the motion. There was no discussion following the motion.

In Favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

ORDINANCES-Third Reading

Ordinance No. 21-09

Following a report from Brian Tucker, Economic Development Director, Councilmember Bob Anderson moved for third reading approval of Ordinance No. 21-09, an Ordinance Authorizing (1) the Execution and Delivery of a First Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The "County"), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto. Councilmember Everett Carolina offered a second on the motion. Chairman Morant called for discussion.

Councilmember Bob Anderson moved to amend Ordinance No. 21-09 to incorporate revised text as proposed subsequent to second reading. Councilmember Everett Carolina seconded the amendment. There was no further discussion.

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

The vote on the main motion was as follows:

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

ORDINANCES-Second Reading:

Ordinance No. 21-12

Following a presentation from Brian Tucker, Economic Development Director, a motion was made by Councilmember John Thomas for second reading approval of Ordinance No. 21-12, authorizing the Execution and Delivery of a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement By and Between Georgetown County, South Carolina and Lambert I, LLC, to Provide for Payment of a Fee-In-Lieu of Taxes with Respect to a Project; Authorizing Special Source Revenue Credits; and Other Related Matters. Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion.

Councilmember John Thomas moved to amend Ordinance No. 21-12 to incorporate ordinance text, as the ordinance was introduced by title only. Councilmember Everett Carolina seconded the amendment. There was no further discussion.

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

The vote on the main motion was as follows:

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Ordinance No. 21-13

Following a presentation from Brian Tucker, Economic Development Director, a motion was made by Councilmember John Thomas for second reading approval of Ordinance No. 21-13, an Ordinance of Georgetown County, South Carolina, Approving an Agreement for the Enlargement of the Joint-County Industrial Park by and Between Georgetown County, South Carolina, and Williamsburg County, South

Carolina; and Other Matters Related to the Foregoing (Lambert I, LLC). Councilmember Steve Goggans seconded the motion. Chairman Louis Morant called for discussion.

Councilmember John Thomas moved to amend Ordinance No. 21-13 to incorporate ordinance text, as the ordinance was introduced by title only. Councilmember Steve Goggans seconded the amendment. No further discussion occurred.

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

The vote on the main motion was as follows:

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Ordinance No. 21-14

Following a presentation from Brian Tucker, Economic Development Director, Councilmember Raymond Newton so moved for second reading approval of Ordinance No. 21-14, authorizing the Execution and Delivery of a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement By and Between Georgetown County, South Carolina and Lambert II, LLC, to Provide for Payment of a Fee-In-Lieu of Taxes with Respect to a Project; Authorizing Special Source Revenue Credits; and Other Related Matters. Councilmember Everett Carolina offered a second on the motion, and Chairman Louis Morant called for discussion on the motion.

Councilmember Raymond Newton moved to amend Ordinance No. 21-14 to incorporate ordinance text, as the ordinance was introduced by title only. Councilmember Everett Carolina seconded the amendment. There was no discussion on the amendment.

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

The vote on the main motion was as follows:

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Ordinance No. 21-15

Councilmember John Thomas offered a motion for second reading approval of Ordinance No. 21-15, an Ordinance of Georgetown County, South Carolina Approving an Agreement for the Enlargement of the Joint-County Industrial Park by and Between Georgetown County, South Carolina, and Williamsburg

County, South Carolina; and Other Matters Related to the Foregoing (Lambert II, LLC). Councilmember Raymond Newton seconded the motion. There was a call for discussion from Chairman Morant.

Councilmember John Thomas made a motion to amend Ordinance No. 21-15 to incorporate ordinance text, as the ordinance was introduced by title only. Councilmember Raymond Newton seconded the amendment. There was no further discussion.

In Favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

The vote on the main motion was as follows:

In Favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

ORDINANCES-First Reading:

Ordinance No. 21-16 - An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

BIDS:

No reports.

REPORTS TO COUNCIL:

Nonprofit Spotlight – Smith Medical

(This report we presented earlier during the meeting)

Georgetown County and the Bunnelle Foundation are partnering to spotlight a local nonprofit at each County Council meeting. A presentation was made on behalf of the organization by Executive Director, Anne Faul. The Smith Medical Clinic provides medical care for low-income, uninsured residents in Georgetown County. Smith Medical Clinic was established in 1985 by Dr. Cathcart Smith and his wife, Nancy, in an 8-foot-wide trailer with office and medical equipment from Dr. Smith's former medical office. Initially, Dr. Smith recruited five retired doctors and a dozen nurses to volunteer at the clinic. This volunteer model has become a Smith Clinic tradition. Today, over 200 volunteers working in two locations provide complete medical care for over 2,000 low-income, uninsured, Georgetown County residents a year-for less than \$250 per patient per year.

Black River Cypress Preserve & Rocky Point Community Forest

(This report we presented earlier during the meeting)

Erin Pate, representing the Black River Cypress Preserve, informed Council members of a 25,000 acre conservation located outside of Andrews, SC on Highway 41. The property is privately owned by a Foundation in New York.

Emma Boyers, spoke on behalf of the Rocky Point Community Forest, an area of public access made possible by a team of partners who developed a plan to permanently protect the 650 acres as passive recreation opportunities including trails and a kayak launch.

These properties are included in the efforts among many partnering agencies to promote the Scenic Black River Corridor, an initiative that will hopefully attract tourism to this area and the western portion of our County.

Councilmember Comments

Councilmember Everett Carolina stated that he would like to bring three matters before County Council for future consideration: (1) issuing a letter of support for the Bill pertaining to Hate Crimes that has passed the SC House and has moved to the SC Senate for consideration. He requested that a letter be forwarded to local delegation members, Senator Sabb and Senator Goldfinch, urging their favorable support of this legislation, (2) adoption of a resolution and/or ordinance recognizing the display of a noose as a hate symbol and act of intimidation, and banning the display of such racist symbols in Georgetown County, and (3) as County Council goes through the budget process in the next several weeks, he asked Council's consideration of looking at funding to help the Town of Andrews in the completion of its Fire/EMS Complex, as well as efforts to spread help to all areas of Georgetown County in need.

DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council.

Ordinance No. 21-07 – An Ordinance to Repeal, Replace, and/or Establish Certain Fees Payable to the Georgetown County Coroner's Office, and Set Guidelines for the Same.

EXECUTIVE SESSION:

A motion was made by Councilmember Everett Carolina to move into Executive Session to Receive Legal Advice and Discuss Contractual Arrangements Involving the Purchase of Property pursuant to S.C. Code Ann. § 30-4-70(a)(2). Councilmember Raymond Newton offered a second.

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

County Council moved into Executive Session at 7:01 PM.

OPEN SESSION:

As the meeting resumed, a motion was made by Councilmember Raymond Newton, and seconded by Councilmember Everett Carolina, to enter back into Open Session.

In Favor:	Bob Anderson	Louis R, Morant
	Everett Carolina	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Chairman Morant stated that during Executive Session, County Council discussed a matter related to property negotiation, as previously disclosed. He called for further action of County Council.

Being no further business come before County Council, Councilmember Everett Carolina moved to adjourn the meeting.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 4/27/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Contract #17-076, Task Order 2, Brick Chimney Rd. Phase 2 Final Design

CURRENT STATUS:

In the December 12, 2017 regular session of County Council, award was made to Davis & Floyd, Inc. of North Charleston, SC for Contract #17-076 for Project Engineer & Construction Management for Brick Chimney Road Corridor. This is for the Phase 2 final designs for this project.

POINTS TO CONSIDER:

Task Order 02 as attached shall cover the following:

-Final (100%) design and permitting, based upon the 60% design drawings that were completed previously.

-Prepare ROW Acquisition/Easement Exhibits associated with the project bidding documents.

Task Order 02 Total as proposed is for \$128,542.00.

FINANCIAL IMPACT:

This amount is fully funded and will be encumbered in GL Account Number 79046.2003-50427 (Brick Chimney Road Paving/Consultants).

OPTIONS:

- 1) Approve Task Order 02 under Contract #17-076 and Purchase Order #2021-00000384 to Davis & Floyd, Inc. in the amount of \$128,542.00.
- 2) Decline to approve the authorization.

STAFF RECOMMENDATIONS:

The Director of Public Services and the Engineering and Capital Projects Manager for Georgetown County have worked with the vendor, Davis & Floyd, Inc., to create the items necessary for Task Order 02. Staff recommends approval of the task order 02 and purchase order #2021-00000384 as proposed.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

- ▣ Contract #17-076, Task Order 02.
- ▣ PO# 2021-384

Cover Memo
Cover Memo



Georgetown County, South Carolina

Execution of Contract Change or Adjustment

Type of Change: ☐ Change Order ☐ Contract Amendment ☒ Task Order ☐ Other:

Contract #	Sequence #	Amendment #
17-076	2	
Project #	GL Account	Purchase Order
Brick Chimney Ph2 Design	79046-2003-50427	2021-384
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$809,573.38	\$128,542.00	\$938,115.38

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Nancy Silver</i>	4/16/2021
Change Originator:	Art Baker	04/09/21

Consultant Name:	Davis & Floyd, Inc.
Contract Title:	Project Engineer & Construction Management for Brick Chimney Road Corridor
Task Order Name:	Brick Chimney Road - Phase 2 Final Design
Scope of Work:	<ul style="list-style-type: none"> - Final (100%) design and permitting, based upon the 60% design drawings that were completed previously. - Prepare ROW Acquisition/Easement Exhibits associated with the project bidding Documents
List Authorized Sub-Consultants:	PLS, Inc.
Deliverables:	<ul style="list-style-type: none"> - Design Drawings and Permits - Easement Exhibits as required - Cost Estimate, Bidding Documents with Specifications
Justification for Change:	To complete the existing 60% design (which was done for alignment and ROW purposes associated with phase) to 100% design so that the project can be bid and constructed once funding is secured and authorized.
Start Date: 5/1/2021	Completion Date: 2/1/2022

The parties indicated herein have executed this agreement on the dates written below, the latest of which shall be deemed to be the effective date. No payment will be made for any work performed prior to the effective date. Unless otherwise indicated, receipt of this executed agreement is your Notice to Proceed with the work specified herein.

Georgetown County, SC Signatures: Ray C. Funnys Director of Public Services _____ Louis R. Morant County Council Chairman	Vendor: (see proposal) _____ (Signature) _____ Date 01/26/21 Date
NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.	

**Bill To**

GEORGETOWN COUNTY
ATTN ACCOUNTS PAYABLE
PO BOX 421270
GEORGETOWN, SC 29442-4200

Ship To

G C CAPITAL PROJECTS
ATTN: Cassandra Coleman
1920 Church Street
Georgetown, SC 29440

Purchase Order

No. 2021-00000384

04/16/21

PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, SHIPMENTS, BILL OF LADING, AND
CORRESPONDENCE

Vendor 1110497 DAVIS & FLOYD, INCORPORATED**Contact**

DAVIS & FLOYD, INCORPORATED
ATTN: D. Brice Urquhart, P.E.
3229 West Montague Avenue
North Charleston, SC 29418-7915

Deliver by 02/01/22
Ship Via BEST
Freight Terms F.O.B: DESTINATION
Originator Cassandra Coleman
Resolution Number 17-076-DF, TO#2
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
128542.0000	\$/US	Brick Chimney Road - Phase 2 Final Design		\$1.0000	\$128,542.00
Item Description Final (100 %) design and permitting, based upon the 60% design Detail Description drawings that were completed previously.					
G/L Account		Project		Amount	Percent
79046.2003-50427 (Consultants)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	4/9/2021	Cassandra Coleman
2	Dept Head/Director	4/13/2021	Ray Funnye
3	Purchasing	4/16/2021	Nancy Silver

Subtotal \$128,542.00
Sales Tax \$0.00

Total Due \$128,542.00

SIGNATURE

SIGNATURE

Special Instructions

Project/Contract # _____
Project Name: _____
EMAIL TO: _____
FROM: Georgetown County, SC Purchasing Office
Phone: (843)545-3083 FAX: (843)545-3500 E-Mail: purch@gtcounty.org

Item Number: 6.b
Meeting Date: 4/27/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #20-106, Replacement of 2008 John Deere 624J Wheel Loader

CURRENT STATUS:

The equipment being considered for replacement are part of the previously approved Capital Equipment Replacement Plan (CERP).

POINTS TO CONSIDER:

1) This Wheel Loader will be procured through Ascendum Machinery under Sourcewell cooperative purchasing contract #032119-VCE of which the County is a member, and as permitted by the existing procurement code:

Sec. 2-75. Sec. Cooperative Purchasing Agreements:

The Purchasing Officer may procure items, to include but not limited to supplies, equipment of services through cooperative purchasing with an external procurement activity.

2) Environmental Services has requested a 2021 Volvo L90H Wheel Loader for a total cost of \$232,600.00 inclusive of sales tax.

FINANCIAL IMPACT:

The original budget for this unit replacement was \$202,282.00. The cost of the equipment is \$232,600.00 with sales tax. Additional funding is available due to savings from other equipment purchased under budget and unencumbered roll-forward funds from FY20. GL account # 502.305-50707 (Solid Waste /Landfill/Machinery and Equipment)

OPTIONS:

- 1) Award a purchase order to Ascendum Machinery for the amount of \$232,600.00.
- 2) Decline to approve.

STAFF RECOMMENDATIONS:

The Director of Public Services, Ray Funnye recommends the procurement of the 2021 Volvo L90H Wheel Loader through the CERP funding. This specific unit has the necessary specifications for the operation in Environmental Services and will be equipped with foam filled tires to meet the heavy duty operation at Georgetown County Landfill. This package also includes an extended warranty and maintenance agreement to ensure optimal lifespan of this equipment.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

Item Number: 6.c
Meeting Date: 4/27/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Land Records Program for Register of Deeds

CURRENT STATUS:

The agreement with the current Land Records Program provider, Avenu Insights & Analytics, LLC (formerly ACS Enterprise Solutions, LLC), for the Register of Deeds is set to expire on 5/15/2021 and the County does not wish to extend with this provider. The Register of Deeds has found a new software provider, Business Information Systems, which appears to meet the County's needs more efficiently.

POINTS TO CONSIDER:

- 1) This purchase is being made as an exemption as listed under Procurement Ordinance #20-32, Sec. 2-46., item 2. (b) Information technology and software.
- 2) The current provider, Avenu Insights & Analytics, LLC, has notified us that their costs would be increasing but could not provide us with exact increased amounts at the present time.
- 3) Staff reviewed several different software packages from various vendors and spoke to other Counties about their programs. The one that was selected by the Register of Deeds was by the vendor Business Information Systems (BIS), which is currently in use by Berkley County.
- 4) Staff visited Berkley County for a live demonstration of the system and found it to be a much more advanced product with capability to scan plats in house and load into the system in real time, something that the Register of Deeds currently outsources with a month or more delay.
- 5) Business Information Systems offers two options, a purchasing option at \$193,640.00 initial cost + \$16,000.00 annually for maintenance for a total cost of \$257,640.00 over the course of five years or a lease option at \$66,000.00 annually for a total cost of \$330,000 over the course of five years. Staff recommends the lower 5 year total purchase cost.

FINANCIAL IMPACT:

This purchase is part of the Lease Financing for FY21 and allocated in GL Account # 010.150-50706, General Fund. Register of Deeds-Software and GL Account #010.150-50707, General Fund. Register of Deeds-Machinery & Equipment.

OPTIONS:

- 1) Approve staff's recommendation to award a contract and PO to Business Information Systems

for the purchase amount.

2) Deny the request.

STAFF RECOMMENDATIONS:

Administration and the Register of Deeds have demoed various Land Records Software systems and have determined Business Information Systems to be the best program provider for their needs. After comparing Business Information Systems' Purchasing and Lease options, staff recommends the lower 5 year purchase price of \$257,640.00 versus the Lease option amount of \$330,000.00. See 5 year cost analysis attached.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Recommendation by Mr. Walt Ackerman, Director of Administrative Services	Cover Memo
▣ Five Year Cost Analysis-Purchase Vs. Lease	Cover Memo



GEORGETOWN COUNTY
Administrative Services

Walt Ackerman, Director

129 Screven Street
P. O. Drawer 421270
Georgetown, SC 29442

Phone: (843) 545-3075
Fax: (843) 545-3252
waltackerman@gtcounty.org

April 15, 2021

Nancy Silver
Purchasing Officer
Georgetown County

Re: Recommendation to purchase new records management software and equipment from Business Information Systems for use in the Register of Deeds Office

Please let this letter serve as my recommendation to purchase software and equipment from Business Information Systems for use in the Register of Deeds Office.

Our current software and equipment is leased as a stand-alone system from Avenue at a cost of nearly \$73,000 per year. They have been our vendor for many years, and the software has served its purpose, but has remained unchanged. With the latest five year contract coming to an end in May of 2021, we had the opportunity to explore new options.

After discussions with Avenue trying to get budgetary figures, they informed us that the cost would increase in the new contract, but would not provide an exact figure.

We looked at several different software packages and spoke to other Counties that were using those. The one that really seemed to fit our needs best was Business Information Systems (BIS). We were fortunate in that our neighbors in Berkley County have been using this software for some time, and we were able to visit them and get a "live" demonstration.

It became very apparent that Berkley's system, BIS, was much more advance than our current product. They even had the capability to scan plats in house and load into the system in real time, something that we currently outsource with a month or more delay.

We contacted BIS for an on-site demo, and the staff of the ROD office were very enthusiastic about it as well. After the demo, we began to discuss pricing. We shocked to discover that our annual cost for the same lease structure as we have now would actually decrease to \$66,000 per year, which is a \$7,000 reduction. In further discussions, an option to purchase the software and equipment, and then pay a smaller annual maintenance fee was agreed upon.

This is the option that we are recommending today, which is the purchase of the software and equipment for a one time cost of \$193,640 (which includes year one maintenance), and then pay \$16,000 per year for years 2 – 5 for annual maintenance. This option will result in a five year cost savings of \$72,360 for the first five years. After that, the saving will increase by approximately \$20,000 each year, because there will no future software purchase cost, only equipment replacement and annual maintenance.

The five year cost analysis is provided as a separate document.

Please contact me if I can provide any further information.

Cordially,

A handwritten signature in blue ink, appearing to read 'Walt Ackerman', with a stylized, flowing script.

Walt Ackerman
Director of Administrative Services

5 YEAR COST ANALYSIS

‘THE REGISTRY’ LEASE

Monthly Lease Payment: \$5,500.00

Yearly Lease Cost:

Year 1:	\$66,000.00
Year 2:	\$66,000.00
Year 3:	\$66,000.00
Year 4:	\$66,000.00
Year 5:	\$66,000.00

Software Purchase Cost:

Year 1:	N/A
---------	-----

Software Maintenance Cost:

Year 1:	Included
Year 2:	Included
Year 3:	Included
Year 4:	Included
Year 5:	Included

Website Maintenance Cost:

Year 1:	Included
Year 2:	Included
Year 3:	Included
Year 4:	Included
Year 5:	Included

Installation & Training Cost:

Year 1:	Included
---------	----------

Data Conversion Cost:

Year 1:	Included
---------	----------

Hardware Cost:

Year 1:	Included
---------	----------

Total 5-Year Cost to County:



Business Information Systems
333 Industrial Park Road
Piney Flats, Tennessee 37686



Total Cost: \$330,000.00*

5 YEAR COST ANALYSIS 'THE REGISTRY' PURCHASE

Software Purchase Cost:

Year 1: \$150,000.00

Software Maintenance Cost:

Year 1:	Included
Year 2:	\$16,000.00
Year 3:	\$16,000.00
Year 4:	\$16,000.00
Year 5:	\$16,000.00

Website Maintenance Cost:

Year 1:	Included
Year 2:	Included
Year 3:	Included
Year 4:	Included
Year 5:	Included

Installation & Training Cost:

Year 1: Included

Data Conversion Cost:

Year 1: Included

Hardware Cost:

Year 1: \$43,640.00

Total 5-Year Cost to County:

Total Cost: \$257,640.00*



Business Information Systems
333 Industrial Park Road
Piney Flats, Tennessee 37686



Item Number: 9.a
Meeting Date: 4/27/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDERCONSIDERATION:

Resolution No. 21-10 - Support of Matching Grant Funds for Community Development Block Grant / Lincolnshire Drainage System

CURRENT STATUS:

Georgetown County is applying for up to \$750,000 in Community Development Block Grant Funding for the Lincolnshire Drive Drainage System Upgrade.

POINTS TO CONSIDER:

Georgetown County is applying for up to \$750,000 in Community Development Block Grant Funding for the Lincolnshire Drive Drainage System Upgrade. The South Carolina Department of Commerce requires that all grant applicants provide matching grant funds.

The pledge (10% of the grant amount) will come from excess Capital Project Sales Tax revenue.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Resolution No. 21-10 in support of matching grant funds for this Community Development Block Grant.
2. Do not adopt Resolution No. 21-10.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Resolution No. 21-10 in support of matching grant funds for Community Development Block Grant funding for the Lincolnshire Drainage System Upgrade.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution No. 21-10 Support of CDBG Matching Funds	Resolution Letter

RESOLUTION No. 21-10

STATE OF SOUTH CAROLINA)
) CDBG FUNDING MATCH
COUNTY OF GEORGETOWN)

WHEREAS, Georgetown County is applying for up to \$750,000 of Community Development Block Grant funding for the Lincolnshire Drive Drainage System Upgrades; and,

WHEREAS, the South Carolina Department of Commerce requires that all grant applicants provide matching funds,

NOW THEREFORE, BE IT RESOLVED that Georgetown County does hereby pledge 10% of the grant amount in local cash match for the Community Development Block Grant plus any additional funds needed to complete the project in addition to the \$750,000 Community Development Block Grant. It will also provide the necessary leveraging to complete the project.

Adopted this 27th day of April 2021 by Georgetown County.

Georgetown County

By: _____
Louis R. Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk

Item Number: 9.b
Meeting Date: 4/27/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

RESOLUTION NO. 21-11 - A RESOLUTION IN SUPPORT OF SENATE BILL 40 REQUIRING PARKING ON STATE HIGHWAY FACILITIES LOCATED ON BARRIER ISLANDS TO BE FREE AND ONLY RESTRICTED WITH SCDOT APPROVAL

CURRENT STATUS:

Senate Bill S.40 was filed with the South Carolina General Assembly on December 9, 2020, by Senator Lawrence K. Grooms. The South Carolina Senate, by unanimous vote on its 2nd and 3rd reading, passed Bill S.40 on April 6, 2021, and forwarded it to the House of Representatives for action.

The Bill is before the House EPW Committee, and will then advance to the SC House floor for consideration. The Bill has received the support of several other coastal counties and municipalities.

POINTS TO CONSIDER:

The proposed Bill would amend the South Carolina Code of Laws by prohibiting all South Carolina municipalities from establishing or altering parking facilities on any state highway facilities without SCDOT's prior approval. Further, the proposed Bill would require that parking on all state highway facilities located on barrier islands be free.

Georgetown County Council believes that *all* deserve the right to visit public beaches on public roads, and that water access, along with accessible parking, is an important part of the quality of life for all citizens of our State and the citizens of Georgetown County.

Resolution No. 21-11 supports the adoption of Senate Bill 40 by the South Carolina General Assembly, and believes doing so will mutually benefit the citizens and businesses of Georgetown County and the citizens of South Carolina.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Resolution No. 21-11.
2. Do not adopt Resolution No. 21-11.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 21-11 in support of Senate Bill 40 by the South

Carolina General Assembly.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▫ Resolution No. 21-11 In Support of S Bill 40	Resolution Letter

RESOLUTION NO. 21-11

Theresa E. Floyd, Clerk to Council

Item Number: 9.c
Meeting Date: 4/27/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Resolution No. 21-12 - To Name a Portion of Highway in Honor of Former Georgetown County Sheriff, A. Lane Cribb

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

A. Lane Cribb was elected by voters of Georgetown County to the Office of Sheriff in 1992. As Georgetown County Sheriff, Lane Cribb served with integrity and compassion, such that he gained the trust and confidence of Georgetown County citizens and was subsequently re-elected and maintained the Office of Georgetown County Sheriff continually until his death while serving his seventh term.

Under Sheriff Lane Cribb's leadership, Georgetown County's crime clearance rates far exceeded both state and national levels, he established more than thirty neighborhood watch programs, established the Sheriff's Re-Entry Program to assist incarcerated individuals in transitioning to a successful life outside of incarceration, as well as the Sheriff's Family Justice Center G-Men's Group to raise money and community awareness of domestic violence.

Held in highest esteem by his peers, in 2016, Sheriff Lane Cribb was selected by an awards committee composed of representatives from the U.S. Attorney's Office, the Strom Thurmond Foundation, the Federal Bureau of Investigation, the South Carolina Law Enforcement Division, and other peers as a recipient of the Strom Thurmond Award for Law Enforcement Excellence.

Residents of Georgetown County take pride in Sheriff Lane Cribb's personal accomplishments and successful lifelong achievements as a law enforcement officer and Sheriff of Georgetown County, South Carolina.

Resolution No. 21-12 states Georgetown County Council's efforts and support in requesting the General Assembly's consideration of designating a Road, as defined within the proposed resolution, as "A. Lane Cribb Highway" in honor of former Georgetown County Sheriff, Lane Cribb.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Resolution No. 21-12.
2. Do not adopt Resolution No. 21-12.

STAFF RECOMMENDATIONS:

Adopt Resolution No. 21-12.

ATTORNEY REVIEW:**ATTACHMENTS:**

Description	Type
▣ Resolution No 21-12 Honoring Former Sheriff A Lane Cribb	Resolution Letter

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

RESOLUTION NO. 21-12

WHEREAS, A. Lane Cribb was born in the beautiful lowcountry of South Carolina, and proudly called Georgetown County, South Carolina his home; and

WHEREAS, A. Lane Cribb launched his career in law enforcement with the Alcohol Beverage Commission in 1973; and following work as a criminal investigator with the Florence County Sheriff's Department, returned home to Georgetown County to continue his law enforcement career with the Georgetown County Sheriff's Department; and

WHEREAS, A. Lane Cribb was elected by voters of Georgetown County to the Office of Sheriff in 1992; Sheriff Cribb served with integrity and compassion gaining the trust and confidence of Georgetown County citizens such that he was subsequently re-elected and maintained the Office of Georgetown County Sheriff continually until his death while serving his seventh term; and

WHEREAS, under Sheriff Lane Cribb's leadership, Georgetown County's crime clearance rates far exceeded both state and national levels, he established more than thirty neighborhood watch programs, established the Sheriff's Re-Entry Program to assist incarcerated individuals in transitioning to a successful life outside of incarceration, as well as the Sheriff's Family Justice Center G-Men's Group to raise money and community awareness of domestic violence; and

WHEREAS, held in highest esteem by his peers, in 2016, Sheriff Lane Cribb was selected by an awards committee composed of representatives from the U.S. Attorney's Office, the Strom Thurmond Foundation, the Federal Bureau of Investigation, the South Carolina Law Enforcement Division, and other peers as a recipient of the *Strom Thurmond Award for Law Enforcement Excellence*; and

WHEREAS, residents of Georgetown County take pride in Sheriff Lane Cribb's personal accomplishments and successful lifelong achievements as a law enforcement officer which have brought distinction to Georgetown County, and the South Carolina coast;

THEREFORE, BE IT RESOLVED that Georgetown County Council, duly assembled this ____ day of _____ 2021, in unanimous consent and support does humbly request the General Assembly's consideration of designating "A. Lane Cribb Highway" in his honor, such being defined as Pleasant Hill Drive spanning approximately 15 miles, beginning at the intersection of Pleasant Hill Drive and County Line Road on the western side of Georgetown County heading in an easterly direction to the intersection with North Fraser Street at the community of Yauhannah on the eastern side of Georgetown County, and furthermore, Georgetown County Council supports any and all efforts of the Legislative Delegation to accomplish this endeavor.

SO SHALL IT BE, this _____ day of _____ 2021.

Louis R. Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 10.a
Meeting Date: 4/27/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

ORDINANCE NO. 21-12 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT I, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

CURRENT STATUS:

Project is still in the planning phase.

Project Lambert will consist of two large solar projects - 100 MW each. The company is considering the purchase of 2500 acres in the southern part of the county. This would be the first large scale solar project for Georgetown County. The terms outlined in the FILOT are standard for this type of project across the state.

POINTS TO CONSIDER:

The project would invest over \$200,000,000 in capital investment. The project will create little to no permanent jobs but would create several hundred construction jobs over a 18 months construction window. The project will create significant new revenue with little to no impact on any county services.

FINANCIAL IMPACT:

The project will generate over \$300,000.00 of new revenue.

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-12.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 21-12 Authorizing a FILOT with Lambert 1 LLC	Ordinance
▣ FILOT Agreement Lambert 1	Exhibit

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR GEORGETOWN COUNTY
ORDINANCE NO. 21-12

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT I, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Georgetown County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Williamsburg County (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide infrastructure credits and special source revenue credits, respectively (collectively, “Infrastructure Credits”), against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, SR Lambert I, LLC, a Delaware limited liability company (“Sponsor”), desires to establish a solar facility (the “Facility”) in the County (the “Project”) consisting of investments in real and personal property of not less than \$117,282,000 in total; and

WHEREAS, the Project was previously identified under the code name Project Lambert I; and

WHEREAS, at the request of the Company and as an inducement to locate the Project in the County, the County desires to (i) enter into a Fee in Lieu of Taxes and Special Source Revenue Credit Agreement in substantially the form attached hereto as Exhibit A (the “Fee Agreement”) with the Company, pursuant to which the County will provide certain incentives to the Sponsors with respect to the Project, including (i) FILOT Payments to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreements.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement with the Company in substantially the same form of the Fee Agreement, in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the Chair, County Administrator, and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest such Fee Agreement and to deliver the same to the Company and any Sponsors.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement, including, but not limited to, joinder agreements with Sponsor Affiliates (if any) as provided in the Fee Agreement, which execution and delivery is hereby expressly approved without any further County Council action.

Section 4. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

First Reading: March 23, 2021
Second Reading: April 13, 2021
Public Hearing: April 13, 2021
Third Reading: April 27, 2021

EXHIBIT A
FEE AGREEMENT

4851-1786-8258 v.2

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

SR LAMBERT I, LLC

AND

GEORGETOWN COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [___], 2021

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.1. <i>Terms</i>	1
ARTICLE II REPRESENTATIONS AND WARRANTIES	5
Section 2.1. <i>Representations and Warranties of the County</i>	5
Section 2.2. <i>Representations and Warranties of the Sponsor</i>	5
ARTICLE III THE PROJECT	6
Section 3.1. <i>The Project</i>	6
Section 3.2. <i>Leased Property</i>	6
Section 3.3. <i>Filings and Reports</i>	6
ARTICLE IV FILOT PAYMENTS.....	6
Section 4.1. <i>FILOT Payments</i>	6
Section 4.2. <i>FILOT Payments on Replacement Property</i>	7
Section 4.3. <i>Removal of Components of the Project</i>	7
Section 4.4. <i>Damage or Destruction of Economic Development Property</i>	7
Section 4.5. <i>Condemnation</i>	8
Section 4.6. <i>Calculating FILOT Payments on Diminution in Value</i>	8
Section 4.7. <i>Payment of Ad Valorem Taxes</i>	8
Section 4.8. <i>Place of FILOT Payments</i>	8
ARTICLE V ADDITIONAL INCENTIVES.....	8
Section 5.1. <i>Infrastructure Credits</i>	8
ARTICLE VI CLAW BACK.....	9
Section 6.1. <i>Claw Back</i>	9
ARTICLE VII DEFAULT	9
Section 7.1. <i>Events of Default</i>	9
Section 7.2. <i>Remedies on Default</i>	10
Section 7.3. <i>Legal Fees and Other Expenses</i>	10
Section 7.4. <i>Remedies Not Exclusive</i>	11
ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS.....	11
Section 8.1. <i>Right to Inspect</i>	11
Section 8.2. <i>Confidentiality</i>	11
Section 8.3. <i>No Liability of County Personnel</i>	11
Section 8.4. <i>Assignment</i>	Error! Bookmark not defined.
Section 8.5. <i>No Double Payment; Future Changes in Legislation</i>	11
Section 8.6. <i>Administration Expenses</i>	11
Section 8.7. <i>Multicounty Park</i>	11

ARTICLE IX	SPONSOR AFFILIATES	12
Section 9.1.	<i>Sponsor Affiliates</i>	12
Section 9.2.	<i>Primary Responsibility</i>	12
ARTICLE X	MISCELLANEOUS	12
Section 10.1.	<i>Notices</i>	12
Section 10.2.	<i>Provisions of Agreement for Sole Benefit of County and Sponsor</i>	13
Section 10.3.	<i>Counterparts</i>	13
Section 10.4.	<i>Governing Law</i>	13
Section 10.5.	<i>Headings</i>	13
Section 10.6.	<i>Amendments</i>	13
Section 10.7.	<i>Agreement to Sign Other Documents</i>	13
Section 10.8.	<i>Interpretation; Invalidity; Change in Laws</i>	13
Section 10.9.	<i>Force Majeure</i>	14
Section 10.10.	<i>Termination; Termination by Sponsor</i>	14
Section 10.11.	<i>Entire Agreement</i>	14
Section 10.12.	<i>Waiver</i>	14
Section 10.13.	<i>Business Day</i>	14
Section 10.14.	<i>Agreement's Construction</i>	15

Exhibit A – Description of Property
Exhibit B – Form of Joinder Agreement
Exhibit C – Description of Infrastructure Credit

SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	SR Lambert I, LLC	1.1
Project Location	Saints Delight Road, Georgetown County	
Tax Map No.	a portion of 01-0442-026-07-00	
FILOT		
• Phase Exemption Period	40 years	1.1
• Investment Commitment	\$2,500,000	1.1
• Jobs Commitment	N/A	
• Investment Period	10 years	1.1
• Assessment Ratio:	6%	4.1
• Millage Rate	243.5 mills [VERIFY]	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Claw Back information	Failure to reach \$2.5 million terminates the Agreement	6.1
Multicounty Park	Georgetown County – Williamsburg County	1.1
Infrastructure Credit		
• Brief Description	Amount necessary to fix annual payment at \$1,800 per MWac	Exhibit C
• Credit Term	Term of agreement	Exhibit C
• Claw Back information:	Pro-rata claw back if not at least \$90 million investment is reached within the Investment Period	6.1
Other information		

**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("***Fee Agreement***") is entered into, effective, as of [____], 2021, between Georgetown County, South Carolina ("***County***"), a body politic and corporate and a political subdivision of the State of South Carolina ("***State***"), acting through the Georgetown County Council ("***County Council***") as the governing body of the County, and SR Lambert I, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("***Sponsor***").

WITNESSETH:

(a) Title 12, Chapter 44, ("***Act***") of the Code of Laws of South Carolina, 1976, as amended ("***Code***"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("***FILOT***") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor desires to establish a commercial enterprise ("***Facility***") in the County, consisting of investment in real and personal property of approximately \$117,282,000;

(d) By an ordinance enacted on [____], 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the

S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty Park and not subject to this Fee Agreement, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act, as the context may require.

“**Act**” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement for reasonable attorney’s fees. Administration Expenses do not include any costs, expenses, including attorney’s fees, incurred by the County (i) after execution of this Fee Agreement, (ii) in defending challenges to the FILOT Payments, Infrastructure Credits or any other incentives provided by this Fee Agreement brought by any third parties; or (iii) any actions by the Sponsor or its affiliates and related entities; or (iv) in connection with matters arising prior to execution at the request of the Sponsor outside of the immediate scope of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [____], 202__.

“**Contract Minimum Investment Requirement**” means an investment of \$90,000,000 within the Investment Period by the Sponsor and any Sponsor Affiliates, as measured by the cost of the Project without regard to any depreciation.

“**County**” means Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Georgetown County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of

classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

“Equipment” means machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. and before taking into account any Infrastructure Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement.

“Fixed FILOT Payment” has the meaning as described on Exhibit C.

“Improvements” means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and (iii) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 12-44-70 of the Act, Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of the costs of the Infrastructure.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten (10) years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period, unless the Commencement Date is later than December 31, 202_, is expected to end on December 31, 203_.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the [____],

dated as of [____], between the County and Williamsburg County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s (or Sponsor Affiliate’s) filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means SR Lambert I, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement and the Multicounty Park, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an inducement resolution, as defined in the Act, on _____, 2021.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park or another multicounty business park established pursuant to the MCIP Act.

(f) The execution of this Agreement and the placement of the Project in the Multicounty Park do not, by itself and without more, result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar energy facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 202_. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction of the Project.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including real property, a building, or personal property to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Manager, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and Fixed FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by

- (iii) A fixed millage rate equal to the lowest legally allowed cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located, which the parties believe to be 243.5 mills (the June 30, 20__ millage rate).

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim and the County hereby grants an Infrastructure Credit as described in Exhibit C hereof to reduce any FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable (“Credit Term”), the County shall prepare and issue the annual bills with respect to the Project showing the FILOT Payment, calculated in accordance with Exhibit C and deducting therefrom the Infrastructure Credit.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. (a) In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate. In such event, the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event that the cost of the Project (without regard to depreciation and taking into account any Sponsor Affiliate investments), does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, the Infrastructure Credit shall be adjusted prospectively, so that the amount of the Fixed FILOT Payment is increased by a percentage equal to the percentage of the shortfall. By way of example, if the Sponsor invests \$81,000,000 in the Project, the Sponsor’s investment falls 10% short of the Contract Minimum Investment Requirement of \$90,000,000. As a result, the Fixed FILOT Payment therefore increases prospectively by 10% (i.e. by \$180) to \$1980 per MWac.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are “Events of Default” under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) (i) A material representation or warranty made by the Sponsor is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(c) A material representation or warranty made by the County which is materially incorrect when made or deemed made; or

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the savings to be realized by the Sponsor and/or the Sponsor Affiliate as a result of the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. Legal Fees and Other Expenses. Except as provided in Section 7.2 above, each party shall bear its own costs, including attorneys' fees, incurred in enforcing any provision of this Agreement.

Section 7.4. Remedies Not Exclusive. Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII

PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.5. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.6. *Administration Expenses.* The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to

\$2,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.7. *Multicounty Park.* By December 31, 2021, the County will cause the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement, arising and due as a result of the Project. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property.

ARTICLE X MISCELLANEOUS

Section 10.1. *Notices.* Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

SR Lambert I, LLC
Attn: Luke Wilkinson
222 Second Ave S. Suite 1900
Nashville, TN 37201

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, SC 29201

IF TO THE COUNTY:

Georgetown County, South Carolina
Attn: County Manager
[P.O. Box 421270
129 Screven Street
Georgetown, SC 29442-4200]

Section 10.2. *Provisions of Agreement for Sole Benefit of County and Sponsor.* Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. *Governing Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. *Amendments.* This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. *Interpretation; Invalidity; Change in Laws.*

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and

the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the

jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Georgetown County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Georgetown County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

SR LAMBERT I, LLC

By: [_____]

Its: Manager

By: _____

Name:

Title:

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

SAINTS DELIGHT ROAD

TMS:

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This Joinder Agreement dated _____ is by and between Georgetown County, South Carolina (“County”) and [joinder party name] as Sponsor Affiliate (“Sponsor Affiliate”).

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective _____, 2021 (“Fee Agreement”), between the County and [facility entity name] (“Sponsor”).

1. Joinder to Fee Agreement.

Sponsor Affiliate, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement applicable to Sponsor Affiliates; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request and Consent of Sponsor.

The Sponsor has requested and consents to the addition of Sponsor Affiliate as Sponsor

Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

Sponsor Affiliate shall timely file each year with the South Carolina Department of Revenue a PT-300 Property Tax Return with completed Schedule S attached (the "Return"), listing the Sponsor Affiliate's Project property as Economic Development Property to the extent such Project property qualifies as Economic Development Property.

6. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

7. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

8. Notice.

Notices to Sponsor Affiliate under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of the date set forth below.

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

GEORGETOWN COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

The parties have agreed to an Infrastructure Credit against the FILOT Payments under this Fee Agreement to establish a fixed level annual fee in-lieu-of tax payment (the “Fixed FILOT Payment”) for the Project through the 40-year period ending on the Phase Termination Date. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit and Negative Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire 40-year period ending on the Phase Termination Date that would otherwise be applicable..

The amount of the Fixed FILOT Payment as agreed to by the parties is \$1,800 per MWac of Final Output.

“*Final Output*” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac.

“*MWac*” means megawatts of alternating current.

The amount of the annual Infrastructure Credit, if any, shall be the amount necessary to reduce the amount of each annual FILOT Payment to the amount of the Fixed FILOT Payment. Thus, the FILOT Payment for each year shall be compared to the Fixed FILOT Payment for such year. If the Fixed FILOT Payment is less than the FILOT Payment, an Infrastructure Credit shall be applied to the FILOT Payment to reduce such payment to the amount of the Fixed FILOT Payment. In any year in which the Fixed FILOT Payment is more than the FILOT Payment, the Sponsor agrees to pay the difference between the amount of the FILOT Payment and the Fixed FILOT Payment (the “Negative Infrastructure Credit Payment”) for such year with the FILOT Payment due for such year.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

Should the Sponsor fail to meet the Act Minimum Investment Requirement, the Infrastructure Credit shall be increased to place the Sponsor in the same economic position as if the Act Minimum Investment Requirement was met.

The parties agree that the rollback taxes as provided in Section 12-43-220(d) of the Code do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes do apply, the County agrees to provide an Infrastructure Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, there shall be (i) an annual Infrastructure Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

To the extent the Infrastructure Credits pursuant to this Agreement are greater than the amount of the FILOT Payment due hereunder, such Infrastructure Credit shall be carried over to the next year or years, as necessary, to apply all accrued Infrastructure Credits.

Item Number: 10.b
Meeting Date: 4/27/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

ORDINANCE NO. 21-13 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING (LAMBERT I, LLC).

CURRENT STATUS:

Project Lambert is considering a large tract for a private solar project and has requested that the possible site be designated as a Multi-County Industrial Park. This item is related to first reading of FILOT for Project Lambert

POINTS TO CONSIDER:

The MCIP designation is standard process for FILOTs and allows the company more flexibility for incentives.

FINANCIAL IMPACT:

With this designation, the FILOT payments will be split between two counties. Georgetown County will receive 99% of all revenue and Williamsburg will receive 1% of the revenue.

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-13.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 21-13 Joint County Industrial Park - Lambert 1	Ordinance

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR GEORGETOWN COUNTY
ORDINANCE NO. 21-13

**AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA
APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE
JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN
GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG
COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO
THE FOREGOING (LAMBERT I, LLC).**

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), Georgetown County (the “County”), acting by and through its County Council (“County Council”), is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Williamsburg County (“Park”);

WHEREAS, Lambert I, LLC (the “Company”) is establishing a solar facility (the “Facility”) in the County (the “Project”) consisting of investments in real and personal property of not less than \$272,050,000 in total; and

WHEREAS, in connection therewith, the Company and the County desire to include certain property owned by the Company including those more particularly described on Exhibit A attached hereto (the “Property”) in an existing multi-county industrial park created pursuant to an agreement (the “Agreement”) between the County and Williamsburg County (the “Park”) in order to provide certain incentives to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL:

Section 1: The Agreement is hereby and shall be amended to include the Property in the Park.

Section 2. The Amendment to the Agreement attached hereto as Exhibit B is hereby approved, and the Chair of County Council, County Administrator, and Clerk to County Council are hereby authorized, empower, and directed to execute, acknowledge and deliver the Amendment to the Company and Williamsburg County.

Section 3. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 4. Pursuant to the MCIP Act and the terms of the Agreement, the expansion of the Park’s boundaries is complete on adoption of this Ordinance by County Council and the adoption of a similar ordinance by Williamsburg County authorizing the expansion of the Park with a description of the additional property to be included in the Park.

Section 5. The amendment of the Agreement to extend the term of the Agreement as it relates to the Project to a period of forty (40) years for each annual phase of the Project placed in service is hereby authorized and approved.

WITNESS our hands and seals this _____ day of _____, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

First Reading: March 23, 2021
Second Reading: April 13, 2021
Public Hearing: April 13, 2021
Third Reading: April 27, 2021

Exhibit A
Property

[]

Exhibit B

Amendment to Agreement for Development of Joint County Industrial and Business Park

[see attached]

4836-3197-0274 v.2

Item Number: 10.c
Meeting Date: 4/27/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

ORDINANCE NO. 21-14 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT II, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

CURRENT STATUS:

Project is still in the planning phase.

Project Lambert will consist of two large solar projects - 100 MW each. The company is considering the purchase of 2500 acres in the southern part of the county. This would be the first large scale solar project for Georgetown County. The terms outlined in the FILOT are standard for this type of project across the state.

POINTS TO CONSIDER:

The project would invest over \$200,000,000 in capital investment. The project will create little to no permanent jobs but would create several hundred construction jobs over a 18 months construction window. The project will create significant new revenue with little to no impact on any county services.

FINANCIAL IMPACT:

The project will generate over \$300,000.00 of new revenue.

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-14.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 21-14 FILOT Lambert II	Ordinance
<input type="checkbox"/> FILOT AGREEMENT - Lambert II	Exhibit

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR GEORGETOWN COUNTY
ORDINANCE NO. 21-14

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LAMBERT II, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES WITH RESPECT TO A PROJECT; AUTHORIZING SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Georgetown County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Williamsburg County (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide infrastructure credits and special source revenue credits, respectively (collectively, “Infrastructure Credits”), against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, SR Lambert II, LLC, a Delaware limited liability company (“Sponsor”), desires to establish a solar facility (the “Facility”) in the County (the “Project”) consisting of investments in real and personal property of not less than \$117,282,000 in total; and

WHEREAS, the Project was previously identified under the code name Project Lambert II; and

WHEREAS, at the request of the Company and as an inducement to locate the Project in the County, the County desires to (i) enter into a Fee in Lieu of Taxes and Special Source Revenue Credit Agreement in substantially the form attached hereto as Exhibit A (the “Fee Agreement”) with the Company, pursuant to which the County will provide certain incentives to the Sponsors with respect to the Project, including (i) FILOT Payments to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreements.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement with the Company in substantially the same form of the Fee Agreement, in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the Chair, County Administrator, and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest such Fee Agreement and to deliver the same to the Company and any Sponsors.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement, including, but not limited to, joinder agreements with Sponsor Affiliates (if any) as provided in the Fee Agreement, which execution and delivery is hereby expressly approved without any further County Council action.

Section 4. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

First Reading: March 23, 2021
Second Reading: April 13, 2021
Public Hearing: April 13, 2021
Third Reading: April 27, 2021

EXHIBIT A
FEE AGREEMENT

4850-3883-1842 v.1

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

SR LAMBERT II, LLC

AND

GEORGETOWN COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [___], 2021

TABLE OF CONTENTS

[CHECK T.O.C., changed article 8 sections]

	Page
ARTICLE I	
DEFINITIONS	1
Section 1.1. <i>Terms</i>	1
ARTICLE II	
REPRESENTATIONS AND WARRANTIES	5
Section 2.1. <i>Representations and Warranties of the County</i>	5
Section 2.2. <i>Representations and Warranties of the Sponsor</i>	5
ARTICLE III	
THE PROJECT	6
Section 3.1. <i>The Project</i>	6
Section 3.2. <i>Leased Property</i>	6
Section 3.3. <i>Filings and Reports</i>	6
ARTICLE IV	
FILOT PAYMENTS.....	6
Section 4.1. <i>FILOT Payments</i>	6
Section 4.2. <i>FILOT Payments on Replacement Property</i>	7
Section 4.3. <i>Removal of Components of the Project</i>	7
Section 4.4. <i>Damage or Destruction of Economic Development Property</i>	7
Section 4.5. <i>Condemnation</i>	8
Section 4.6. <i>Calculating FILOT Payments on Diminution in Value</i>	8
Section 4.7. <i>Payment of Ad Valorem Taxes</i>	8
Section 4.8. <i>Place of FILOT Payments</i>	8
ARTICLE V	
ADDITIONAL INCENTIVES.....	8
Section 5.1. <i>Infrastructure Credits</i>	8
ARTICLE VI	
CLAW BACK.....	9
Section 6.1. <i>Claw Back</i>	9
ARTICLE VII	
DEFAULT	9
Section 7.1. <i>Events of Default</i>	9
Section 7.2. <i>Remedies on Default</i>	10
Section 7.3. <i>Legal Fees and Other Expenses</i>	10
Section 7.4. <i>Remedies Not Exclusive</i>	10
ARTICLE VIII	
PARTICULAR RIGHTS AND COVENANTS.....	10
Section 8.1. <i>Right to Inspect</i>	11
Section 8.2. <i>Confidentiality</i>	11
Section 8.3. <i>No Liability of County Personnel</i>	11
Section 8.4. <i>Assignment</i>	Error! Bookmark not defined.
Section 8.5. <i>No Double Payment; Future Changes in Legislation</i>	11
Section 8.6. <i>Administration Expenses</i>	11
Section 8.7. <i>Multicounty Park</i>	11

ARTICLE IX	SPONSOR AFFILIATES	12
Section 9.1.	<i>Sponsor Affiliates</i>	12
Section 9.2.	<i>Primary Responsibility</i>	12
ARTICLE X	MISCELLANEOUS	12
Section 10.1.	<i>Notices</i>	12
Section 10.2.	<i>Provisions of Agreement for Sole Benefit of County and Sponsor</i>	13
Section 10.3.	<i>Counterparts</i>	13
Section 10.4.	<i>Governing Law</i>	13
Section 10.5.	<i>Headings</i>	13
Section 10.6.	<i>Amendments</i>	13
Section 10.7.	<i>Agreement to Sign Other Documents</i>	13
Section 10.8.	<i>Interpretation; Invalidity; Change in Laws</i>	13
Section 10.9.	<i>Force Majeure</i>	14
Section 10.10.	<i>Termination; Termination by Sponsor</i>	14
Section 10.11.	<i>Entire Agreement</i>	14
Section 10.12.	<i>Waiver</i>	14
Section 10.13.	<i>Business Day</i>	14
Section 10.14.	<i>Agreement's Construction</i>	15

Exhibit A – Description of Property
Exhibit B – Form of Joinder Agreement
Exhibit C – Description of Infrastructure Credit

SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	SR Lambert II, LLC	1.1
Project Location	Saints Delight Road, Georgetown County	
Tax Map No.	a portion of 01-0442-026-07-00	
FILOT		
• Phase Exemption Period	40 years	1.1
• Investment Commitment	\$2,500,000	1.1
• Jobs Commitment	N/A	
• Investment Period	10 years	1.1
• Assessment Ratio:	6%	4.1
• Millage Rate	243.5 mills [VERIFY]	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Claw Back information	Failure to reach \$2.5 million terminates the Agreement	6.1
Multicounty Park	Georgetown County – Williamsburg County	1.1
Infrastructure Credit		
• Brief Description	Amount necessary to fix annual payment at \$1,800 per MWac	Exhibit C
• Credit Term	Term of agreement	Exhibit C
• Claw Back information:	Pro-rata claw back if not at least \$90 million investment is reached within the Investment Period	6.1
Other information		

**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("**Fee Agreement**") is entered into, effective, as of [____], 2021, between Georgetown County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Georgetown County Council ("**County Council**") as the governing body of the County, and SR Lambert II, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("**Sponsor**").

WITNESSETH:

(a) Title 12, Chapter 44, ("**Act**") of the Code of Laws of South Carolina, 1976, as amended ("**Code**"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("**FILOT**") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor desires to establish a commercial enterprise ("**Facility**") in the County, consisting of investment in real and personal property of approximately \$117,282,000;

(d) By an ordinance enacted on [____], 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the

S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty Park and not subject to this Fee Agreement, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act, as the context may require.

“**Act**” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement for reasonable attorney’s fees. Administration Expenses do not include any costs, expenses, including attorney’s fees, incurred by the County (i) after execution of this Fee Agreement, (ii) in defending challenges to the FILOT Payments, Infrastructure Credits or any other incentives provided by this Fee Agreement brought by any third parties; or (iii) any actions by the Sponsor or its affiliates and related entities; or (iv) in connection with matters arising prior to execution at the request of the Sponsor outside of the immediate scope of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [____], 202__.

“**Contract Minimum Investment Requirement**” means an investment of \$90,000,000 within the Investment Period by the Sponsor and any Sponsor Affiliates, as measured by the cost of the Project without regard to any depreciation.

“**County**” means Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Georgetown County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of

classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

“Equipment” means machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. and before taking into account any Infrastructure Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement.

“Fixed FILOT Payment” has the meaning as described on Exhibit C.

“Improvements” means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and (iii) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 12-44-70 of the Act, Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of the costs of the Infrastructure.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten (10) years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period, unless the Commencement Date is later than December 31, 202_, is expected to end on December 31, 203_.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the [____],

dated as of [____], between the County and Williamsburg County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s (or Sponsor Affiliate’s) filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means SR Lambert II, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement and the Multicounty Park, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an inducement resolution, as defined in the Act, on _____, 2021.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park or another multicounty business park established pursuant to the MCIP Act.

(f) The execution of this Agreement and the placement of the Project in the Multicounty Park do not, by itself and without more, result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar energy facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 202_. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction of the Project.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including real property, a building, or personal property to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Manager, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and Fixed FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by

- (iii) A fixed millage rate equal to the lowest legally allowed cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located, which the parties believe to be 243.5 mills (the June 30, 20__ millage rate).

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim and the County hereby grants an Infrastructure Credit as described in Exhibit C hereof to reduce any FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable (“Credit Term”), the County shall prepare and issue the annual bills with respect to the Project showing the FILOT Payment, calculated in accordance with Exhibit C and deducting therefrom the Infrastructure Credit.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. (a) In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate. In such event, the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event that the cost of the Project (without regard to depreciation and taking into account any Sponsor Affiliate investments), does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, the Infrastructure Credit shall be adjusted prospectively, so that the amount of the Fixed FILOT Payment is increased by a percentage equal to the percentage of the shortfall. By way of example, if the Sponsor invests \$81,000,000 in the Project, the Sponsor’s investment falls 10% short of the Contract Minimum Investment Requirement of \$90,000,000. As a result, the Fixed FILOT Payment therefore increases prospectively by 10% (i.e. by \$180) to \$1980 per MWac.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are “Events of Default” under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) (i) A material representation or warranty made by the Sponsor is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(c) A material representation or warranty made by the County which is materially incorrect when made or deemed made; or

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the savings to be realized by the Sponsor and/or the Sponsor Affiliate as a result of the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. Legal Fees and Other Expenses. Except as provided in Section 7.2 above, each party shall bear its own costs, including attorneys' fees, incurred in enforcing any provision of this Agreement.

Section 7.4. Remedies Not Exclusive. Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII

PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.5. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.6. *Administration Expenses.* The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to

\$2,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.7. *Multicounty Park.* By December 31, 2021, the County will cause the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement, arising and due as a result of the Project. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property.

ARTICLE X MISCELLANEOUS

Section 10.1. *Notices.* Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

SR Lambert II, LLC
Attn: Luke Wilkinson
222 Second Ave S. Suite 1900
Nashville, TN 37201

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, SC 29201

IF TO THE COUNTY:

Georgetown County, South Carolina
Attn: County Manager
[P.O. Box 421270
129 Screven Street
Georgetown, SC 29442-4200]

Section 10.2. *Provisions of Agreement for Sole Benefit of County and Sponsor.* Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. *Governing Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. *Amendments.* This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. *Interpretation; Invalidity; Change in Laws.*

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and

the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the

jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Georgetown County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Georgetown County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

SR LAMBERT II, LLC

By: [_____]

Its: Manager

By: _____

Name:

Title:

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

SAINTS DELIGHT ROAD

TMS:

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This Joinder Agreement dated _____ is by and between Georgetown County, South Carolina (“County”) and [joinder party name] as Sponsor Affiliate (“Sponsor Affiliate”).

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective _____, 2021 (“Fee Agreement”), between the County and [facility entity name] (“Sponsor”).

1. Joinder to Fee Agreement.

Sponsor Affiliate, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement applicable to Sponsor Affiliates; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request and Consent of Sponsor.

The Sponsor has requested and consents to the addition of Sponsor Affiliate as Sponsor

Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

Sponsor Affiliate shall timely file each year with the South Carolina Department of Revenue a PT-300 Property Tax Return with completed Schedule S attached (the "Return"), listing the Sponsor Affiliate's Project property as Economic Development Property to the extent such Project property qualifies as Economic Development Property.

6. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

7. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

8. Notice.

Notices to Sponsor Affiliate under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of the date set forth below.

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

GEORGETOWN COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

The parties have agreed to an Infrastructure Credit against the FILOT Payments under this Fee Agreement to establish a fixed level annual fee in-lieu-of tax payment (the “Fixed FILOT Payment”) for the Project through the 40-year period ending on the Phase Termination Date. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit and Negative Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire 40-year period ending on the Phase Termination Date that would otherwise be applicable..

The amount of the Fixed FILOT Payment as agreed to by the parties is \$1,800 per MWac of Final Output.

“*Final Output*” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac.

“*MWac*” means megawatts of alternating current.

The amount of the annual Infrastructure Credit, if any, shall be the amount necessary to reduce the amount of each annual FILOT Payment to the amount of the Fixed FILOT Payment. Thus, the FILOT Payment for each year shall be compared to the Fixed FILOT Payment for such year. If the Fixed FILOT Payment is less than the FILOT Payment, an Infrastructure Credit shall be applied to the FILOT Payment to reduce such payment to the amount of the Fixed FILOT Payment. In any year in which the Fixed FILOT Payment is more than the FILOT Payment, the Sponsor agrees to pay the difference between the amount of the FILOT Payment and the Fixed FILOT Payment (the “Negative Infrastructure Credit Payment”) for such year with the FILOT Payment due for such year.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

Should the Sponsor fail to meet the Act Minimum Investment Requirement, the Infrastructure Credit shall be increased to place the Sponsor in the same economic position as if the Act Minimum Investment Requirement was met.

The parties agree that the rollback taxes as provided in Section 12-43-220(d) of the Code do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes do apply, the County agrees to provide an Infrastructure Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, there shall be (i) an annual Infrastructure Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

To the extent the Infrastructure Credits pursuant to this Agreement are greater than the amount of the FILOT Payment due hereunder, such Infrastructure Credit shall be carried over to the next year or years, as necessary, to apply all accrued Infrastructure Credits.

Item Number: 10.d
Meeting Date: 4/27/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

ORDINANCE NO. 21-15 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING (LAMBERT II, LLC).

CURRENT STATUS:

Project Lambert is considering a large tract for a private solar project and has requested that the possible site be designated as a Multi-County Industrial Park. This item is related to first reading of FILOT for Project Lambert

POINTS TO CONSIDER:

The MCIP designation is standard process for FILOTs and allows the company more flexibility for incentives.

FINANCIAL IMPACT:

With this designation, the FILOT payments will be split between two counties. Georgetown County will receive 99% of all revenue and Williamsburg will receive 1% of the revenue.

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-15.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
Ordinance No. 21-15 Joint County Industrial Park - Lambert II	Ordinance

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR GEORGETOWN COUNTY
ORDINANCE NO. 21-15

**AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA
APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE
JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN
GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG
COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO
THE FOREGOING (LAMBERT II, LLC).**

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), Georgetown County (the “County”), acting by and through its County Council (“County Council”), is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Williamsburg County (“Park”);

WHEREAS, Lambert II, LLC (the “Company”) is establishing a solar facility (the “Facility”) in the County (the “Project”) consisting of investments in real and personal property of not less than \$272,050,000 in total; and

WHEREAS, in connection therewith, the Company and the County desire to include certain property owned by the Company including those more particularly described on Exhibit A attached hereto (the “Property”) in an existing multi-county industrial park created pursuant to an agreement (the “Agreement”) between the County and Williamsburg County (the “Park”) in order to provide certain incentives to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL:

Section 1: The Agreement is hereby and shall be amended to include the Property in the Park.

Section 2. The Amendment to the Agreement attached hereto as Exhibit B is hereby approved, and the Chair of County Council, County Administrator, and Clerk to County Council are hereby authorized, empower, and directed to execute, acknowledge and deliver the Amendment to the Company and Williamsburg County.

Section 3. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 4. Pursuant to the MCIP Act and the terms of the Agreement, the expansion of the Park’s boundaries is complete on adoption of this Ordinance by County Council and the adoption of a similar ordinance by Williamsburg County authorizing the expansion of the Park with a description of the additional property to be included in the Park.

Section 5. The amendment of the Agreement to extend the term of the Agreement as it relates to the Project to a period of forty (40) years for each annual phase of the Project placed in service is hereby authorized and approved.

WITNESS our hands and seals this _____ ' day of _____, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

First Reading: March 23, 2021
Second Reading: April 13, 2021
Public Hearing: April 13, 2021
Third Reading: April 27, 2021

Exhibit A
Property

[]

Exhibit B

Amendment to Agreement for Development of Joint County Industrial and Business Park

[see attached]

4815-6693-1170 v.1

Item Number: 12.a
Meeting Date: 4/27/2021
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-17 - An Ordinance to amend Article IV, General Provisions of the Zoning Ordinance to add Section 426 dealing with lighting requirements for residential developments along waterways.

A request to amend the Zoning Ordinance to address light pollution along waterways of the Waccamaw Neck.

CURRENT STATUS:

The County addresses lighting along the beaches for the purpose of protecting sea turtles and other marine life. Commercial lighting requirements are found in Article XII dealing with buffer requirements. Beyond these provisions, there are no restrictions on residential lighting for structures along waterways in the County.

POINTS TO CONSIDER:

1. Staff recently received a request from a property owner to address lighting along waterways for residential properties. In this specific example, the glare from a light placed on a dock across the creek in Murrells Inlet became a nuisance.
2. Section 5.5-30-36 of the County Code of Ordinances addresses lighting on the beach for the protection of sea turtles. This only applies to properties along the beach and does not address neighbor to neighbor concerns. Enforcement of this section of County Code rests with law enforcement and the County building inspector.
3. Article XII, Section 1204 of the buffer section of the Zoning Ordinance addresses lighting for commercial businesses. The purpose of this section is to minimize the impact of artificial lighting in commercial areas and to reduce the negative effects on surrounding property owners. The ordinance requires that commercial developments submit a lighting plan along with the required site plan for a new project.
4. In staff's opinion, it is important to tailor the ordinance to address specific complaints so as not to overburden our limited enforcement staff. The proposed ordinance specifically addresses residential developments (multi and single family) along the waterways in Georgetown County. As written, the ordinance would only apply to properties on the Waccamaw Neck. To staff's knowledge we have not received any complaints in the rural area, although there are numerous waterways outside of the Waccamaw Neck so there may be a potential for future issues. The draft includes lakes and ponds in the definition of a "waterway." This would include a significantly larger number of structures.
5. The proposed ordinance requires that lights in these areas not exceed 3000k. Kelvin (K) measures the temperature or color of the light. Lights at 2,500 to 3,000K are warmer lights that

give off less glare. Lights from 4,000 to 6,000K are cooler lights that are brighter and provide more of a glare to adjoining properties.

Lights are also required to be recessed or shielded so that light is directed downward and away from adjacent properties including those across the waterway. Light poles must be similarly shielded and are restricted to 16 feet in height. Exemptions are provided in the ordinance for lights required by DHEC and the building code.

6. Staff presented the Planning Commission with the attached ordinance at their April 15th meeting. A public hearing was held on this issue. One resident spoke in support of the ordinance. The Commission voted 7 to 0 to recommend approval for the proposed change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Remand to PC for further study
4. Approve an amended request

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
Ordinance No. 21-17 To Amend the Zoning Ordinance dealing with Lighting Requirements on Waterways on Waccamaw Neck	Ordinance
kelvin diagram	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 21-17

AN ORDINANCE TO AMEND ARTICLE IV, GENERAL PROVISIONS OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA DEALING WITH LIGHTING REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT ALONG WATERWAYS OF THE WACCAMAW NECK

WHEREAS, THE REGULATION OF LIGHTING IS IMPORTANT TO MINIMIZE LIGHT POLLUTION, GLARE AND LIGHT TRESPASS FOR ADJACENT PROPERTIES; AND

WHEREAS, SOME LIGHTING IS NEEDED ALONG WATERWAYS TO MAINTAIN NIGHT-TIME SAFETY; AND

WHEREAS, UNECESSARY ILLUMINATION OF PROPERTY ALONG WATERWAYS IS DETRIMENTAL TO THE GENERAL WELFARE OF SURROUNDING PROPERTIES, AND

WHEREAS, THE WACCAMAW NECK IS THE COUNTY'S MOST URBAN AREA WITH PROPERTIES IN CLOSER PROXIMITY TO ONE ANOTHER;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, THAT ARTICLE IV, GENERAL PROVISIONS, SECTION 426 RESIDENTIAL LIGHTING ALONG WATERWAYS, BE ADDED TO READ AS FOLLOWS:

426. **Residential Lighting along Waterways.** To minimize light pollution, glare and light trespass along waterways while maintaining night-time safety and utility in these areas, the following requirements shall apply to residential developments (including, but not limited to, multi and single family structures and accessory structures such as storage sheds, garages and docks) situated on parcels along waterways of the Waccamaw Neck. The Waccamaw Neck is that area bounded by the Horry County boundary to the north, the ocean to the east, the Waccamaw River to the west and the Waccamaw River/Intracoastal Waterway to the south. For purposes of this section, the term "waterways" shall include but not be limited to creeks, rivers, ricefields, streams, canals, lakes and ponds. Structures along the beachfront are regulated by Sections 5.5-30 through 36 of the Georgetown County Code of Ordinances.

426.1 The following exterior lighting features are prohibited: neon, searchlights, laser source lights or any similar high intensity light, except in emergencies by emergency personnel.

426.2 Any exterior lighting on the water side of the property shall not exceed 3000K in temperature to minimize glare and blue light emissions.

426.3 Such lights shall be fully recessed and/or have internal visors/panels or external visors that shield the lamps and direct the cone of light downward, controlling offsite light spill and glare.

426.4 The orientation of such lighting shall be downward. Any mounted lights shall be fixed so that the cone of light is not directed at any adjacent property including those across the waterway.

426.5 Freestanding lights on poles shall adhere to the criteria as noted above and shall not be mounted greater than 16 feet in height as measured from the centerline of the fixture to the grade at the base of the pole.

426.6 The following lights are exempt from these requirements: lighting within swimming pools or other water features that are governed by Department of Health and Environmental Control (DHEC) regulations and exit signs and other illumination required by building codes.

426.7 All dock lighting shall meet the above criteria and be installed on a timer such that lights can be controlled and remain off when not in use.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2021.

Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 21-17, has been reviewed by me and is hereby approved as to form and legality.

H. Thomas Morgan, Jr.
Interim Georgetown County Attorney

First Reading: April 27, 2021

Second Reading:

Third Reading:

2000K 2400K 2700K 2850K 3000K 3200K 3300K 3500K 3800K 4200K 4400K 5000K 6000K 6300K 6500K



Item Number: 12.b
Meeting Date: 4/27/2021
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-18 - An Ordinance to amend the Georgetown Memorial Hospital Weehaw Campus Planned Development, TMS No. 02-1009-018-02-03, to allow for multi-family as a permitted use.

CURRENT STATUS:

On February 19, 2021, Dan Stacy of Oxner and Stacy, as agent for Georgetown Memorial Hospital, applied to amend the Georgetown Memorial Hospital – Weehaw Campus Planned Development (PD) to allow for multifamily housing as a permitted use. The property is located on the south side of Wedgefield Road east of the intersection with US Highway 701. TMS# 02-1009-018-02-03. Case Number AMPD 3-21-27264.

The subject property is currently undeveloped. The proposed PD amendment would allow for multifamily housing as a permitted use.

POINTS TO CONSIDER:

1. The Georgetown Memorial Hospital-Weehaw Campus Planned Development (PD) was approved in November 2008 for multiple medical buildings to include a hospital, medical office buildings and accessory use buildings. The following conditions were required prior to development:

- Access points on Wedgefield Road should have a minimum separation of at least 440'. The throat length for the main site entrance should be 200'.
- Parking dimensions for the PD should meet or exceed those found in Article X of the Zoning Ordinance.
- Approval of the traffic impact analysis by Wilbur Smith and that the issue of traffic signals and Highway 701, Highway 51 and Wedgefield Road be addressed.
- Final approval of water and sewer from the appropriate agencies, OCRM, County Stormwater and SCDOT.
- Approval from Georgetown County Fire and the Building Department for the increased building heights.

2. The PD is approximately 65 acres and is located at the southeast corner of Highway 701 and Wedgefield Road. The property extends east on Wedgefield Road for approximately 2400 feet and south on Highway 701 for approximately 880 feet.

3. The property is surrounded by the Crown Pointe Planned Development to the west, General Commercial, Forest and Agriculture and One-Half Acre Residential zoning to the north and One-Half Acre Residential Zoning to the south and east.

4. The site abuts the remainder of the Weehaw Tract to the east and to the south, a church and undeveloped property to the north and undeveloped property to the west.

5. Approved uses for the PD include both permitted and accessory uses as follows:

Permitted Uses

- a. General and specialized doctor's offices and clinics such as dentists, chiropractors, optometrists, podiatrists; except drug and alcohol treatment centers.
- b. Blood banks and donor centers.
- c. Dialysis centers.
- d. Emergency medical centers, free standing.
- e. Hospitals, except psychiatric.
- f. Medical and dental labs.
- g. Nursing and personal care facilities (such as nursing homes and continuing care facilities).
- h. Outpatient surgery centers.
- i. Plasmapheresis centers.
- j. Endoscopy/Gastroenterology Centers.
- k. Home health Care Centers.
- l. Pharmacies.
- m. Accessory uses including uses that are subordinate to any permitted use above and on-site signage.

6. The applicant is proposing to amend the PD to allow for multifamily uses to be located on 16 acres in the rear of the tract along Wedgefield Road. FourSix Development has executed a Purchase and Sale agreement with Georgetown Memorial Hospital for the 16 acres to develop a Low Income Housing Tax Credit Project that would provide affordable homes for Georgetown County working families. It is the intent of the development team to submit an application to for financing in the Spring of 2021.

7. They are proposing 90 affordable units to include a mixture of 1, 2 and 3 bedroom duplexes, triplexes and quadplexes. In addition, a clubhouse and playground are proposed for residents. The exact mix of units is unknown at this time.

8 . According to a recent Housing Needs Assessment completed by Bowen National Research, there is a shortage of affordable housing located in Georgetown County. The study recommends the development of affordable housing to support the local workforce. There are very few market rate apartments available in the County with rents under \$1,000.

9 . The Housing Tax Credit Program (LIHTC) is designed to provide tax incentives to encourage developers to create and maintain affordable housing. The LIHTC program is not Section 8 housing. No direct subsidies are involved. The program allows the developer to provide more affordable rents for working families.

10 . This request is only for the addition of the multifamily use to the PD. The applicant/developer will be required to resubmit a full conceptual plan to include density, parking, buffers/trees and pervious/impervious calculations, as well as a revised traffic study, as a major PD amendment. Stormwater and other regulatory agencies requirements shall be met. The attached plans are for reference only and will likely change upon submittal of a conceptual plan.

11. The previously approved traffic study from 2008 estimated that the approved hospital plan would generate a total of 16,580 new daily trips. By eliminating the two 70,000 sf office buildings, that count would be reduced by 4,760 trips per day. The addition of the 90 units would generate an additional 540 trips per day which is significantly less than the medical buildings. This would bring the total to 4,220 saved trips per day. The previous study also called for a new traffic light at the intersection of 701 and Wedgefield Road in addition to separate turn lanes. A revised traffic study including any recommended improvements will be required due to the length of time since the previous study and the reduction in the number of trips.

12. This Planned Development was approved as a single use PD in 2008. Since then PD's are required to have a mixed use element. The addition of multifamily would bring this Planned Development into conformity.

13. Several years ago, Georgetown Memorial Hospital began renovation on the existing hospital located on Black River Road in the City of Georgetown. At this time, there are no current plans in place for development of the approved Weehaw Campus PD; however, the hospital may use the site for other medical offices in the future.

14. This project is under the jurisdiction of GCWSD and the Rural Water District.

15. The Future Land Use Map for this area shows this tract as transitional. The Comprehensive Plan describes transitional designation as "The development of a tract of land, building or structure with a variety of complementary and integrated uses, such as, but not limited to, residential, office, medical office, limited retail, public or entertainment in a compact urban form."

16. Planning staff presented the following to the PC at their April 15th meeting:

- The Transitional designation of this property will support the proposed residential use.
- There will be a decrease in traffic from the originally proposed plan.
- The addition of the multi-family will bring this existing PD into conformity with the Zoning Ordinance.
- The project will further the goal of affordable housing as provided for in both the Land Use and Housing Elements of the Comprehensive Plan.

17. If the Commission recommends approval, the following conditions should apply:

- The developer will be required to submit a conceptual plan to be reviewed as a major change to the PD.
- In order to further the affordable housing goal, a significant portion of the proposed units will be affordable based on the HUD definition for our area.
- The maximum number of units allowed on the 16 acres will be 90. The multi-family use will be limited to the 16 acres as shown on the attached plan.

18. 10 people spoke at the public hearing for this issue in addition to the applicant's representatives. Two spoke in favor of the request citing the need for affordable housing in the County as noted in the Housing Needs Assessment, studies that show that affordable housing does not negatively affect neighboring households and the needs of those less fortunate in our area. Eight spoke opposing the request citing concerns about traffic, security, property values, quality of life, other available locations for the development, the lack of information provided, environmental concerns, and nearby conservation easements.

19. The Planning Commission voted 7 to 0 to recommend approval for the request to add multi

10. The Planning Commission voted 7 to 0 to recommend approval for the request to add main family as a permitted use to the PD with the conditions as noted above.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Approve an amended request
3. Deny request
4. Defer action
5. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 21-18 Amendment to Georgetown Memorial Hospital PD Weehaw Campus	Ordinance
<input type="checkbox"/> application and correspondence	Backup Material
<input type="checkbox"/> location map	Backup Material
<input type="checkbox"/> zoning map	Backup Material
<input type="checkbox"/> future land use map	Backup Material
<input type="checkbox"/> aerial map	Backup Material
<input type="checkbox"/> correspondence	Backup Material
<input type="checkbox"/> correspondence	Backup Material
<input type="checkbox"/> plans and exhibits	Backup Material
<input type="checkbox"/> Correspondence Capt. L Smith	Backup Material
<input type="checkbox"/> Correspondence Wozniak	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 21-18

**AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN OF THE
GEORGETOWN MEMORIAL HOSPITAL – WEEHAW CAMPUS PLANNED
DEVELOPMENT TO ALLOW FOR MULTIFAMILY HOUSING AS A
PERMITTED USE. (TAX MAP NUMBER 02-1009-018-02-03).**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF
GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL
ASSEMBLED THAT THE GEORGETOWN HOSPITAL – WEEHAW CAMPUS
PLANNED DEVELOPMENT BE AMENDED TO INCLUDE MULTI FAMILY
HOUSING AS A PERMITTED USE WITH THE FOLLOWING CONDITIONS:**

- The developer will be required to submit a conceptual plan to be reviewed as a major change to the PD.
- In order to further the affordable housing goal, a significant portion of the proposed units will be affordable based on the HUD definition of the area.
- The maximum number of units allowed will be ninety.
- The use is only approved for the 16 acres along Wedgefield Road as shown on the attached plan.

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2021.**

Louis R. Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 21-18, has been reviewed by me and is hereby approved as to form and legality.

H. Thomas Morgan, Jr.
Interim Georgetown County Attorney

First Reading: April 27, 2021

Second Reading:

Third Reading:



129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE
REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING
COMMISSION MEETING.

Please note this approval applies to this particular property only.

Name of Planned Development: Georgetown Memorial Hospital - Weehaw Campus

Regulation to which you are requesting an amendment *(check applicable)*:

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT
- ☐ Signage – Complete SECTION C: SIGNAGE AMENDMENT
- ☐ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
- ☒ Other: Modification of Permitted Use

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 02-1009-018-02-03
(Include all affected parcels)

Street Address: US Highway 701 & Wedgefield road

City / State / Zip Code: Georgetown, SC 29440

Lot / Block / Number: _____

Existing Use: Undeveloped

045 File # 21-1157

Proposed Use: Planned Development District

Commercial Acreage: 58 +/-

Residential Acreage: 16 +/-

Property Owner of Record:

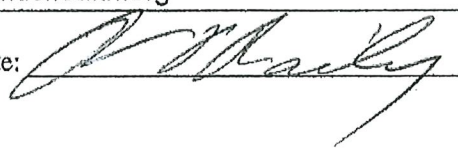
Name: Georgetown Memorial Hospital d/b/a Tidelands Health

Address: 4070 US Highway 17 South

City/ State/ Zip Code: Murrells Inlet, SC 29576

Telephone/Fax: 843-652-8224

E-Mail: bbailey@tidelandshealth.org

Signature of Owner / Date:  2.16.21

Contact Information:

Name: c/o Bruce Bailey, CEO

Address: 4070 US Highway 17 South

Phone / E-Mail: 843-652-8224 / bbailey@tidelandshealth.org

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

Agent of Owner:

Name: Daniel W. Stacy, Jr. / Oxner & Stacy law Firm, LLC

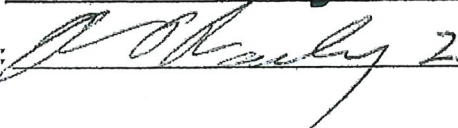
Address: 90 Wall Street / Unit B

City / State / Zip Code: Pawleys Island, SC 29585

Telephone/Fax: 843-235-6747 / 843-235-6650

E-Mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date:  2/16/2021

Signature of Owner /Date:  2.16.21

Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**
2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate fee to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign will to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. _____

- Do these conditions exists on other properties else where in the PD?

- Amending this portion of the text will not cause undue hardship on adjacent property owners. _____

Submittal requirements: 12 copies of 11 x 17 plans

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)

SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: See attached Site Plan for reference.

Reason for amendment request: To modify the permitted uses component of the
PDD to allow multifamily housing and townhouse housing as a Permitted Use.

Submittal requirements:

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).

PROJECT NARRATIVE
AMENDMENT

GEORGETOWN HOSPITAL SYSTEM

THE NEW GEORGETOWN MEMORIAL HOSPITAL

WEEHAW CAMPUS PLANNED DEVELOPMENT (PD)

Section 1.0 General Permitted Uses is modified to add the following:

- n. Multifamily Housing



Porter's Landing

Purpose: Request for addition of multi-family as a use within the Planned Unit Development designation for the 65 acre tract known as Weehaw Plantation.

Background: In 2008, Georgetown Memorial Hospital received approval from Georgetown County Planning Board for a Planned Unit Development designation. The site is located southeast of the intersection of U.S. Highway 701 (North Fraser Street) with Highway 51 (Browns Ferry Road) and Wedgefield Road, referred to as Weehaw Plantation. The site contains approximately 65.0 acres and is gently sloping (typical elevation 17.0 FT MSL). In 2008, Georgetown Memorial planned to develop multiple medical buildings to include a hospital, medical office buildings, and accessory use buildings, all 2-stories in height, in addition to parking and driveways. The approved PUD plan reflects three (3) 20,000 sf building pads along Wedgefield Rd. The proposed amended PUD plan, with the addition of multi-family as a use, shows the relocation of one (1) of the building pads and the elimination of the other two (2) pads. There are three (3) additional pads that could be utilized for Georgetown Memorial's growth plans in the future.

In the Fall of 2020, FourSix Development executed a Purchase and Sale with Georgetown Memorial Hospital for 16 acres of the larger 65 acre tract to study feasibility of a Low Income Housing Tax Credit project that would provide affordable homes for Georgetown County families. It is the intent of the development team to submit financing application in the Spring of 2021. The project team is a collaboration between BlueLine Development, Inc. and FourSix Development, LLC. Each entity brings experience and expertise that is necessary to successfully develop and manage the property. This development will specifically target Georgetown County's working families.

Proposed Porter's Landing: The development will be 90 affordable homes, a mix of 1-, 2-, and 3-bedroom duplexes, triplexes and quadplexes, no more than 2 stories in height. As conceived 90 units built calculates to 6 units per acre. Porter's Landing will offer a clubhouse and playground for residents. Unit amenities will consist of in-unit washer/dryers, refrigerators, electric ranges, dishwashers, microwaves, air conditioning and gas furnaces. Porter's Landing will seek both Energy Star and Enterprise Green Communities certifications to improve overall building performance, cost of operations, and impact to tenants for utility costs.

Impacts: The development team is aware that residential development could potentially negatively impact traffic patterns and that it will likely be a concern to adjacent neighbors. When determining traffic congestion, peak trips are generated by the number that surrounding residents will experience as they are traveling during the peak times. Medical uses generate 50 peak hour trips for every 14,500 sf of building. Georgetown Memorial's current plan, not including the building pads that could be added,



would generate a minimum of 130 peak hour trips. This calculation is based on two (2) one-story buildings, each with 20,000 sf areas. One could assume that the average medical building is 2+ stories, in which case these two buildings would generate more than 300 peak house trips. The total traffic produced by Georgetown Memorial's previous plan to develop five (5) medical building pads is no less than 250 peak hour trips and could be as much as 500 or more peak hour trips.

The current approved PUD building pads in the attached plan, will generate a minimum of 240 peak hour trips. Georgetown Memorial's proposed future development coupled with the existing medical campus, would generate 480 peak hour vehicle trips. Traffic generated from residential uses depends on the type of unit that is present in the community. Single family units will generate 50 peak hour trips for every 45 units. Condominiums or Townhomes will generate 50 peak hour trips for every 95 units. Since the development team will be using a combination of duplexes, triplexes, and quadplexes, our assumption would be 75 peak hour trips for our 90 units of housing. By amending the PUD to allow for the 16 acres of residential uses, the traffic patterns in this area will be positively affected by at least 400 peak hour trips.

Goal: Home's people can afford.

It is the intent of the development team is to study the feasibility of a multi-family development that would serve local Georgetown families that cannot afford current market rate rentals. The team will utilize a market data and community conversations to understand the need over the coming months. As currently contemplated, the homes would be available to a family of 3 that makes \$34,000 a year and would pay \$975 monthly towards rent. Three-bedroom market rate rentals in Georgetown County rent for a minimum of \$1,200 per month. Families paying more than 30% of their monthly income towards rent are deemed "rent burdened" and will likely never achieve long term goals such as homeownership and financial security and stability. It is the goal of our team to provide homes for staff of Georgetown Memorial Hospital and other Georgetown County employers who are being priced out of the current rental market.





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Dan Stacy as agent for Georgetown Memorial Hospital to amend the Georgetown Memorial Hospital – Weehaw Campus Planned Development (PD) to allow for multifamily housing as a permitted use. The property is located on south side of Wedgefield Road east of the intersection with US Highway 701. TMS# 02-1009-018-02-03. Case Number AMPD 3-21-27264.

The Planning Commission will be reviewing this request on **Thursday, April 15, 2021 at 5:30 p.m. in the Howard Auditorium at 1610 Hawkins Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Fwd: [EXTERNAL]- "Porter's Landing" Affordable Housing Proposed Project

Holly Richardson <hrichardson@gtcounty.org>

Wed 4/14/2021 7:35 PM

To: Elizabeth Krauss <ekrauss@gcbdsn.com>; Sandra Bundy <SandraBundy@gmail.com>; Marlajean Hamby <mmjtpq@gmail.com>; Zach Grate <zachariusgrate@yahoo.com>; Zannie Graham <zanniegraham@gmail.com>; Johnny Weaver <johnny@johnnyweaver.com>; Robert Davis <roberteman@aol.com>
Cc: Tiffany Coleman <tcoleman@gtcounty.org>; Judy Blankenship <jblankenship@gtcounty.org>

Sent from my iPhone

Begin forwarded message:

From: "Benton, J. Edwin" <jbenton@usf.edu>**Date:** April 14, 2021 at 12:12:16 PM EDT**Subject:** [EXTERNAL]- "Porter's Landing" Affordable Housing Proposed Project

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Holly,

I don't know if you remember me, but I met you years ago when both you and Boyd Johnson worked for the City of Georgetown. I happen to visit Boyd a little over a year ago at the old courthouse before the pandemic and, as I left, I stopped by the open door to your office to say "hello." At the any rate, I am still at the University of South Florida teaching full time and conducting meaningful research (have written several articles over the last year about how COVID-19 has impacted local government revenues and intergovernmental relations and am also completing a book entitled *Revenue Sources for Local Governments: How They Pay the Bills amid Continuing Challenges and Emerging Opportunities*). In addition, I am working on several grant-related projects with ICMA that focus on federal-local, state-local, and interlocal relations and the uncertain path of local government revenues going forward after the pandemic. Currently, I spend about 4-5 months of the year in Georgetown and live at my old family home on Britt Street in Maryville that I now own, since I have not taught in the summer for several years. My wife and I will be coming soon for the summer and have even planted a garden on the vacant lot next to my home! Great to have Georgetown soil under my feet and be able to enjoy fresh, home-grown vegetables. Tampa won't ever take the place of Georgetown for me, and I look forward to retiring full-time to Georgetown in the near future. I guess I can retire, since I turned 71 in January!

I want to make a few general and specific comments and suggestions about the proposed "Porter's Landing" Affordable Housing Project that is under consideration by the Georgetown County Planning Commission.

As for general comments:

First, I support the construction of more affordable housing in Georgetown County, generally, but especially in and around the City of Georgetown. This need was clearly amplified by a recent study. The availability of affordable housing is essential to attracting and keeping a skilled workforce anywhere, but particularly in Georgetown which has a higher than the average number of households with incomes significantly below the national average.

Second, while consideration should always be given to adjacent residential and commercial property owners, I don't see how this project would adversely affect their quality-of-life concerns, including the possibly of negatively impacting the value of their property. Knowing the area in question, I do not believe that residents of Wedgefield and even Windsor Planation should have to worry that the value of their property decreasing, given their proximity to the proposed project (roughly 1 1/2 to 2 miles away).

As for specific comments:

Although an updated traffic study will be conducted, I believe that now is the time to implement the suggestions that I think were made when the original Crowne Point development was under consideration over 10 years ago. If I recall, the suggestion was to realign Highway 51 (Browns Ferry Road) and Wedgefield Road with Highway 701 (Conway Highway) with turn and forward moving lanes. In addition, I think that traffic signals were to be installed. I make this suggestion because this area have grown significantly over the last 12 years and the traffic count is likely to be much greater now. Moreover, the area is destined to grow exponentially in the years ahead. While the proposed Crowne Point development may still be in limbo, another developer or even the original Crowne Point developers is likely to develop this huge tract of land, given that Georgetown County is a retirement destination and a likely siting for medium- to heavy industry. As all planners know, now (and not tomorrow) is right time to think about the future.

My second specific comment relates to the comment above about traffic control. If the intersection of Highways 707 and 51 and Wedgefield Road are realigned and traffic signals installed, would it also make sense to eliminate what I think are proposed curb cuts on Highway 701 to allow entry int and exit from Porter's Landing? In this way, all entering and exiting traffic to the Porter's Landing develop would be channeled to Wedgefield Road. This should lead to a safer and more efficient flow of traffic.

A final comment is probably a moot point. That is, I hope that the developer's plan includes the installation of sidewalks and streetlights. While visiting my mother and sister in Georgetown over the Easter Holiday, I road through the new housing development under construction by Beverly Homes and Ron Charlton on South Island Road in the City. I was surprised to see that there were no streetlights. Do you know if streetlights will be added once the development is closer to buildout or if the City of Georgetown did not require them in the development plan?

If you have any questions or would like any other information, please don't hesitate to contact me by email or phone at (813) 978-9513.

All the Best,

Ed Benton

J. Edwin (Ed) Benton, Ph.D.
Professor
Managing Editor, State and Local Government Review
Co-Director, Sunshine State Survey Project
Department of Government and International Affairs
SOC 367
University of South Florida
4202 East Fowler Avenue
Tampa, FL 33620-8100

[EXTERNAL]- Low income housing (Wedgefield Road)

Randy Shaw <rsshaw64@gmail.com>

Wed 4/14/2021 3:04 PM

To: Tiffany Coleman <tcoleman@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the county council ,

My name is Randy Shaw I live at 13 Governor Johnston Road in the community of Wedgefield plantation. I am strongly opposed to the building of this low income housing at the end of our road. As you well know you have other suitable spots for this project. The area you are considering is not a suitable spot. This will greatly depreciate the value of the homes in Wedgefield. Why don't you put it on the Waccamaw neck or is that too close to your homes?

Thank you

R S Shaw

[EXTERNAL]- Georgetown Memorial-Weehaw Planned Development Case Number
AMPD 3-21-27264

Pat and John Geiger <patandjohngeiger@outlook.com>

Wed 4/14/2021 10:32 AM

To: Tiffany Coleman <tcoleman@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Georgetown County Planning Commission

P.O. Box 421270

Georgetown, SC 29440

Dear members of the Georgetown Planning Commission,

I live at 434 Wraggs Ferry Rd. in Wedgefield. I am **opposed** to amending Georgetown Memorial Hospital's Weehaw Campus as presented by Dan Stacy, agent for Georgetown Memorial Hospital. TMS#02-1009-018-02-23 located at Wedgefield Road and Highway 701 for 3 reasons.

1. There are 500 homes in Wedgefield. In addition, there are homes in Windsor and along Wedgefield Rd. I do not know the exact number, but I do know that this is our only way in and out of where I live. Wedgefield road has been flooded, covered with ice for about 5 days, trees have blocked the road. It was not a good decision to put what the hospital had previously planned, but thanks to the recession, plans never came to fruition. I was opposed to that plan also. We are trapped in here. To add multifamily housing is a disaster waiting to happen if evacuation is of the essence due to fire, flooding, hurricanes, etc. In addition, it is difficult to enter Highway 701 now with the current units.
2. It was obvious that the presenters in Wedgefield on April 12 were not prepared and this development was not well planned nor well thought out.
3. I am opposed to private for-profit companies coming into an area to tell us what we need. Had this been initiated by HUD or the Planning Commission itself that would be a different story. In addition, neither HUD nor the Planning Commission would have chosen that sight because of the traffic situation and safety issues that now exist. In the 1970's HUD did a study reporting that Wedgefield was not suitable for development. Refer to that study when looking at this current proposal.

Yes, we have needs in Georgetown County for affordable housing, but we do not need a company coming in and telling us what our needs are just to dump property that the Georgetown Hospital made a mistake in purchasing. I will not be attending the meeting on April 15 due to COVID concerns. This is my sincere **opposition** to this projected development.

Sincerely,

Patricia T. Geiger

434 Wraggs Ferry Rd.

Georgetown, SC 29440

843-546-8227

[EXTERNAL]- TMS #02-1009-018-02-23 Case Number AMPD 3-21-27264

Patricia Geiger <teachersheaven@gmail.com>

Wed 4/14/2021 9:41 AM

To: Tiffany Coleman <tcoleman@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Coleman:

This letter is concerning the proposed housing development for the corner of highway 701 North and Wedgefield Road. It is my understanding, from a meeting at Wedgefield, that this will be needed housing for people with lower incomes. I feel that this is a great need and applaud the effort but the location is misplaced. Here are my observations (1) Wedgefield Road is the only way out to 701 for four growing housing areas and a church, so therefore it is quite heavily traveled (2) during periods of heavy rain (hurricanes, tropical storms) the road floods and become impassible (3) ice storms have impacted Wedgefield Road making it impossible to leave (4) because the housing development appears to be skewed towards those with lower incomes who can not afford transportation, it may leave them in a food and medical desert and (5) the area is the intersection of Windsor Road, Wedgefield Road, Highway 701 and Highways 51/41 plus a highly popular gas station all of which cause traffic backup. Because of all of these reasons I object to any development being built on this corner.

As I said above Georgetown does need additional housing for people with lower income. As a suggestion the City of Georgetown could offer to sell the old Superior Manufacturing site. That would be perfect.

Sincerely,

John Geiger

Fw: [EXTERNAL]- Fwd: Development at Weehaw

Holly Richardson <hrichardson@gtcounty.org>

Wed 4/14/2021 8:53 AM

To: Elizabeth Krauss <ekrauss@gcbdsn.com>; johnny@johnnyweaver.com <johnny@johnnyweaver.com>; Marlajean Hamby <mmjtpq@gmail.com>; Sandra Bundy <sandrabundy@gmail.com>; zachariusgrate519@gmail.com <zachariusgrate519@gmail.com>; zanniegraham@gmail.com <zanniegraham@gmail.com>; roberteman@aol.com <roberteman@aol.com>

Cc: Tiffany Coleman <tcoleman@gtcounty.org>

Holly H. Richardson
Director of Planning and Code Enforcement
Georgetown County
843-545-3254
hrichardson@gtcounty.org

From: Nancy Johnston <njohnston@sc.rr.com>
Sent: Wednesday, April 14, 2021 8:50 AM
To: Holly Richardson <hrichardson@gtcounty.org>
Subject: [EXTERNAL]- Fwd: Development at Weehaw

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPad

Begin forwarded message:

From: Nancy Johnston <njohnston@sc.rr.com>
Date: April 13, 2021 at 4:19:16 PM EDT
To: tcoleman@gtcounty.org
Subject: Development at Weehaw

Planning Board,

Having attended the informational meeting at Wedgefield Plantation on April 12, 2021 held by FourSix Development and Blueline Development, my concern for this proposed development of 16 acres of low income housing has intensified.

Not discussed was the conceptual housing plan, the setback plan, the traffic plan, the water runoff plan, the protected wildlife(woodpecker) plan or the ability of lower income persons to obtain groceries, medical care, etc. I am not a developer but these are real concerns of my neighbors and myself.

I understand Tideland's Hospital is in the business to make money BUT I am sure there is a better location for 90 apartments that would not displace wildlife and upset two

neighborhoods. I also believe this plan carries a high cost to the county of Georgetown.
Please vote no to this change in the planned development.

TMS# 02-1009-018-02-23 Case # AMPD 3-21-27264

Nancy Johnston

112 Swamp Fox Lane

Wedgefield Plantation

Georgetown, SC

843 546-0376

Sent from my iPad

[EXTERNAL]- The proposed rezoning of Wee Haw Plantation

Jill Huggins <jillhuggins59@gmail.com>

Tue 4/13/2021 3:32 PM

To: Tiffany Coleman <tcoleman@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tiffany, Kristal Infinger suggested I send this to you.

Please share this with the Planning commission members prior to the Meeting on April 15th.

Thank you,

Jill Huggins

Honorable need, wrong place. Wedgefield Plantation Country Club is a Public golf course. It's the ONLY golf course in Georgetown and in addition to golf, the Manor House host a restaurant, with many weddings and events, as well as the pool, tennis court, club house and much more. This beautiful land is a staple of the Georgetown community.

There is a group of investors that are actively seeking to purchase all of these facilities at Wedgefield Plantation.

These renovations would begin this summer after the sale of the club is complete.

The goal of the investors is to make Wedgefield Country Club the Gem of Georgetown, as it once was. Many businesses and residents in Georgetown are very excited with this commitment and what it will mean to the prospects of Georgetown.

While everyone agrees that there is a need in Georgetown County for additional affordable housing, the currently proposed project to build on Wee Haw Plantation will have a severe negative impact on these plans.

Sent from my iPad

[EXTERNAL]- Weehaw Planned Development

rrecker@twc.com <rrecker@twc.com>

Tue 4/13/2021 7:41 AM

To: Tiffany Coleman <tcoleman@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am against the proposal to add affordable housing to the Weehaw development.

90 apartments on 16 acres seems kinda stretching capacity.

I attended the Wedgefield meeting to listen to the developers present the plan for this development..

From what I heard I am not sure the developers or county know is going to be developed.

I live in Wedgefield Plantation and have concerns about the future here.

This plan is much like buying a pig in a poke, not knowing costs to existing homeowners and the county or what is being proposed.

From what I heard we did not hear the full impact to existing residents of Georgetown.

There are more options for this development and that should be explored before going forward.

Frederick Recker
58 King George Rd
Georgetown, SC 29440
843-485-4136

[EXTERNAL]- Wedgefield Meeting on Planned Development Comments and Opposition

h Moran 21@aol.com <h Moran 21@aol.com>

Mon 4/12/2021 2:30 PM

To: Tiffany Coleman <tcoleman@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

As residents of the Wedgefield community in Georgetown SC, my husband and I would like to voice our complete opposition to the planned affordable housing development at the head of Wedgefield Road. We agree that there are not enough social services and infrastructure to accommodate such a development in this location. We value our home, property, neighborhood, and neighbors too dearly to not let our voice be heard on this matter. We will not be able to attend the meeting at the Manor House tonight or the one on Thursday at Howard due to work scheduling. Please count our votes as a definitive May at both meetings. We are in full opposition to this development.

Thank you,

H. Moran & A. Johnson

April 11, 2021

Georgetown County Planning Commission
P O Box 421270
Georgetown, SC 29442

E-Mail Address: tcoleman@gtcounty.org

Re: Proposal - Georgetown Memorial Hospital – Weehaw Campus Planned Development (PD)
TMS# 02-1009-018-02-23-----Case # AMPD 3-21-27264

Dear Georgetown County Planning Commission and To Whom All Is Concern:

As a Citizen, Taxpayer and a Citizen who Exercises His Right To Vote of the United States of American, The State of SC and Georgetown County, SC, I oppose and object to the proposed change of the Georgetown Memorial Hospital property, located on the South Side of Wedgefield Road East of the intersection with US Hwy 701, from Planned Development (PD) to “affordable/multifamily housing”.

This amendment of this proposal would absolutely only benefit Georgetown Memorial Hospital in divesting them of this property at the “Big Time Expense” of the residential property owners that surround this geographical area monetarily; but also, the lowering of our property values.

I request, require and expect you to exercise your integrity and consideration, given the current availability of mufti-family zoning in the county. If there is more needed, locate where there would be more appropriate sites.

Without reservation nor hesitation what so ever, now is a good time for this evaluation, because we may soon be forced to accept relocation of some of the millions of recent non-citizen border crossers. I am absolutely appalled and amazed that Georgetown County would even consider this “deplorable” proposal, knowing the astronomical cost burden that it is going to place on the Georgetown County Taxpayers.

Sincerely,

Wayne Ward
Wedgefield Plantation Country Club
56 John Green Lane
Georgetown, SC 29440

cc: Personal File Copy Retained

Weehaw Development

constance downs <constancedowns559@msn.com>

Sat 4/10/2021 7:40 PM

To: tcoleman@gtcounty.org <tcoleman@gtcounty.org>

April 12, 2021

Dear Ms. Coleman,

I am a resident of Wedgefield Plantation, 492 Francis Parker Road.

I am writing in regard to the April 15th meeting at the Howard Auditorium at 5:30 p.m. I have several questions regarding Case No. AMPD 3-21-27264, TMS# 02-1009-018-02-23. The Planning Commission will meet to consider a request from Dan Stacy, an agent for Georgetown Memorial Hospital to amend the Georgetown Memorial Hospital-Weehaw Campus as permitted use. I am not sure I will make it to the April 15th meeting and would appreciate it if you addressed my questions and concerns below either by phone call or email. 843-359-5911 or constancedowns559@msn.com. I will list my concerns to be clear.

I understand that part of the Weehaw Plantation land will be used for the construction of 160 "affordable/multi-family housing" units. I've been told this is not a Housing Choice Voucher, HCV program, (formally section 8), but I'm not convinced they're not the same.

I guess I'm most confused as to why the county would take a town like Georgetown that is a gem with great potential and not develop and implement plans that would bring economic growth to the county.

Some facts about Georgetown that may put this in perspective. According the the US Census Bureau, 2019:

54.2% of the population of Georgetown is in the civilian workforce.

Median household income, 2015-19, \$32,593.

Persons in poverty is 22.8%, (state poverty level is 16.6%). 3,216 out of 8,657 reported incomes below poverty level.

Median gross rent is \$735.00

Owner occupied housing is 56.2%

Average house value is \$163,300

So, let's make the stats for the next Census that much worse by building more subsidized housing instead of "job creation" and creating plans for Georgetown's economic growth?

1. Does Georgetown need more subsidized living programs?

Georgetown Housing Authority:

- | | |
|------------------------------|-----------|
| • Westside Apartment Complex | 180 units |
| • North Street Apartments | 35 units |
| • Maryville South | 115 units |
| • 30 scattered units | 30 units |

Housing sites listed as "low income"

Bayside Apartments	32 units
Thorton Hall Apartments	40 units
Winyah Apartments	14 units
Pea Patch Apartments	14 units
2307 South Frazier Street	6 units
Bethal	30 units
Plantation Apartments	48 units
Place by the Bay	48 units
Georgetown Commons	42 units
Millner Elderly Housing, Inc.	48 units

Total	642 units
-------	-----------

*** **NOT including** scattered sites, Habitat Homes, house rentals, senior housing, and Mobile Parks. I may have missed other housing programs as well. (Where do Georgetown Landing and Companion at Hawthorne Hall fit in the number of units?)

People should find this disturbing. The focus should not be on making the poverty/unemployment issues in Georgetown worse by throwing more subsidies, housing, and government money at the problem, but on developing a plan to raise people to a higher standard of living.

- How about job creation? Approaching larger companies to move into Georgetown? Give them an incentive to create stable employment.
- Does Georgetown need more subsidized housing? I'm sure no one really believes people prefer to live in subsidized housing complexes.
- Does the county really want to drive out the tax base by lowering the bar?
- Georgetown has a reputation for being a financial drain on other towns in the county. So why not fix the problem, instead of making it worse?

2. Segregation? I researched low-income housing in Pawley's Island and Litchfield and came up with one possibility, St. Elizabeth Place in Pawley's which offers supportive housing for ages 62 +, nothing came up for Litchfield. This is not to say there are no HCV programs in these towns, but it looks fairly obvious that Georgetown is being used to house the bulk of the county's low-income families. How many families will be relocated to Georgetown to clear the way for Pawley's and Litchfield to use the land for other economic gains?

FYI: Pawley's poverty level according to the Federal 2019 Census is 6.7% and the median salary is \$116,466. Is this a matter of "not in our neighborhood?" Does a higher taxed based town have the power to decide?

3. Crime. Your chances of a personal crime in Georgetown is 1 in 16.

Your chances of a violent crime in Georgetown is 12.24, statewide it's 5.11.

- Will building more subsidized housing increase the crime rate? Especially for Wedgefield Residents.
- What are the crime stats for subsidized housing in Georgetown?

Currently, it is rare to see a Sheriff's patrol car on Wedgefield streets.

- Will the county provide more patrolling? Will we get 24-hour security coverage?

- Will the county hire more patrolmen/women to cover the increase in population in our area?
- I can honestly say I feel we are on our own in terms of safety and security because of the lack of law enforcement in our community. Building low income housing will not make this better.

4. **Location.** Typically, low-income housing is built within city limits near busing, businesses, etc. This will not be the case at Weehaw.

- Are we to believe that with this housing will come the construction of more convenient, liquor, Vape, fast food, etc stores to meet the needs of the neighborhood?
- Attract businesses that don't pay good salaries, have constant staff turnover, and are entry level?
- How safe will this area be in general?

5. **Housing Values.** It's a guarantee that beautiful well- maintained houses around Weehaw, on Windsor Road, Wedgefield Road, and in Wedgefield Plantation will lose their value and homeowners may be forced to sell their homes due to this issue as well as safety and security.

- Is this fair to taxpaying residents who made Georgetown their home?
- Let's face it. There are more run-down areas in Georgetown than maintained. Why would the county purposely jeopardize good neighborhoods?

6. **Georgetown Memorial Hospital.** What is their overall plan? I'm not sure where a hospital fits into all of this.

- Financial agenda and gains?
- What is the future of their hospital?

7. **Roads and Traffic.** It's already a challenge to pull a car onto 701 south without getting hit by another vehicle.

- How is adding 160 housing units, (probably times 2 or 3 cars per unit) going to help with the already congested intersection?
- Does the county plan to add a bus line?
- There is only one way out of Wedgefield Plantation. We don't have an alternative route to take in the event of a road closure due to an accident or traffic jam. Will the county develop a new access to 701 for Wedgefield Plantation?

Thank you. I hope you take some time to address my questions and concerns. My husband and I are contemplating leaving Georgetown due to this housing plan and having clear information will help us in the decision-making process.

Connie Downs
492 Francis Parker Road, Wedgefield Plantation
Georgetown, SC



GMH - Weehaw Plantation PD
Property Location
AMPD3-21-27264

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

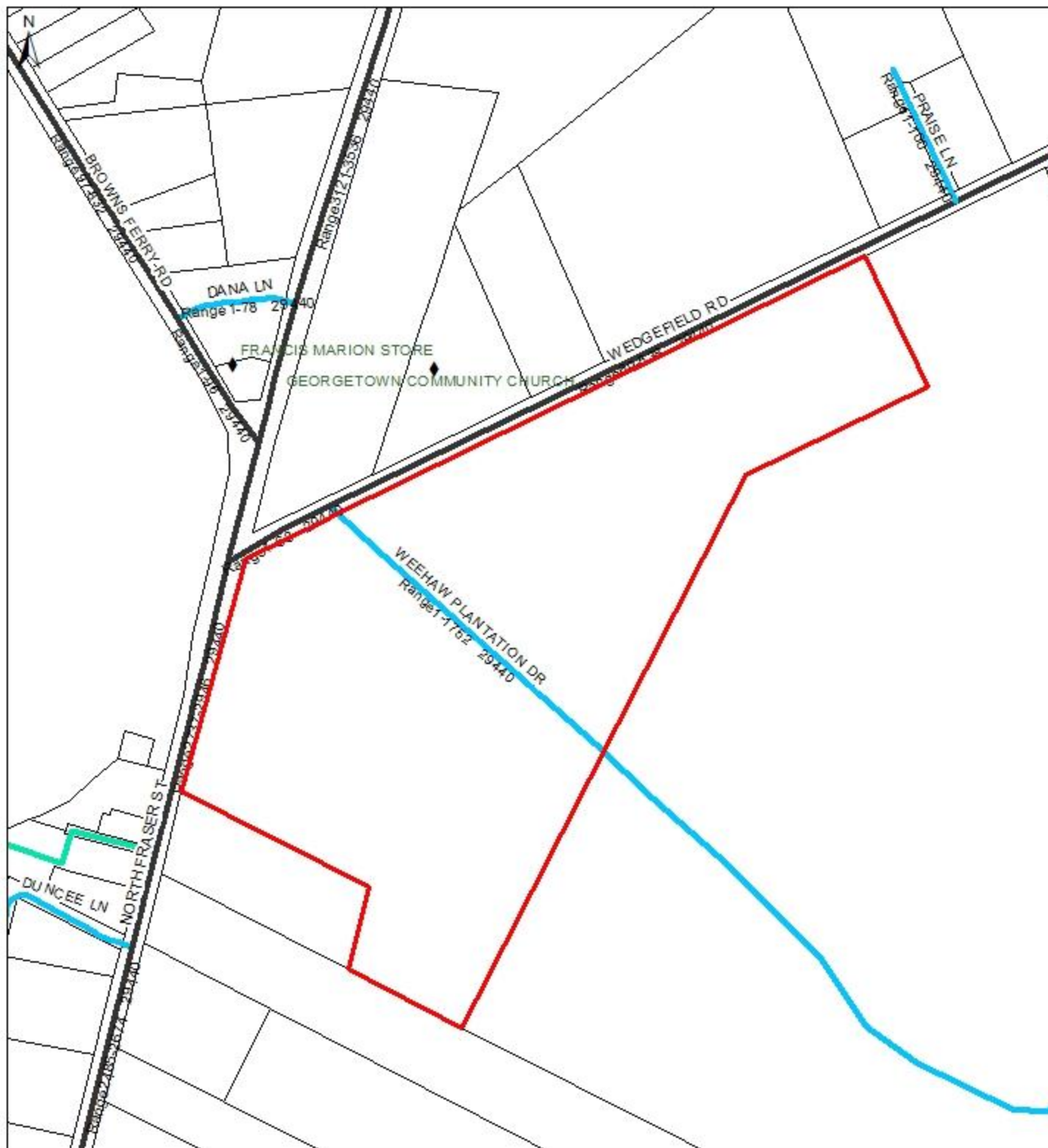
GMH - Weehaw Plantation PD

Lot Lines

Railroads

Landmarks

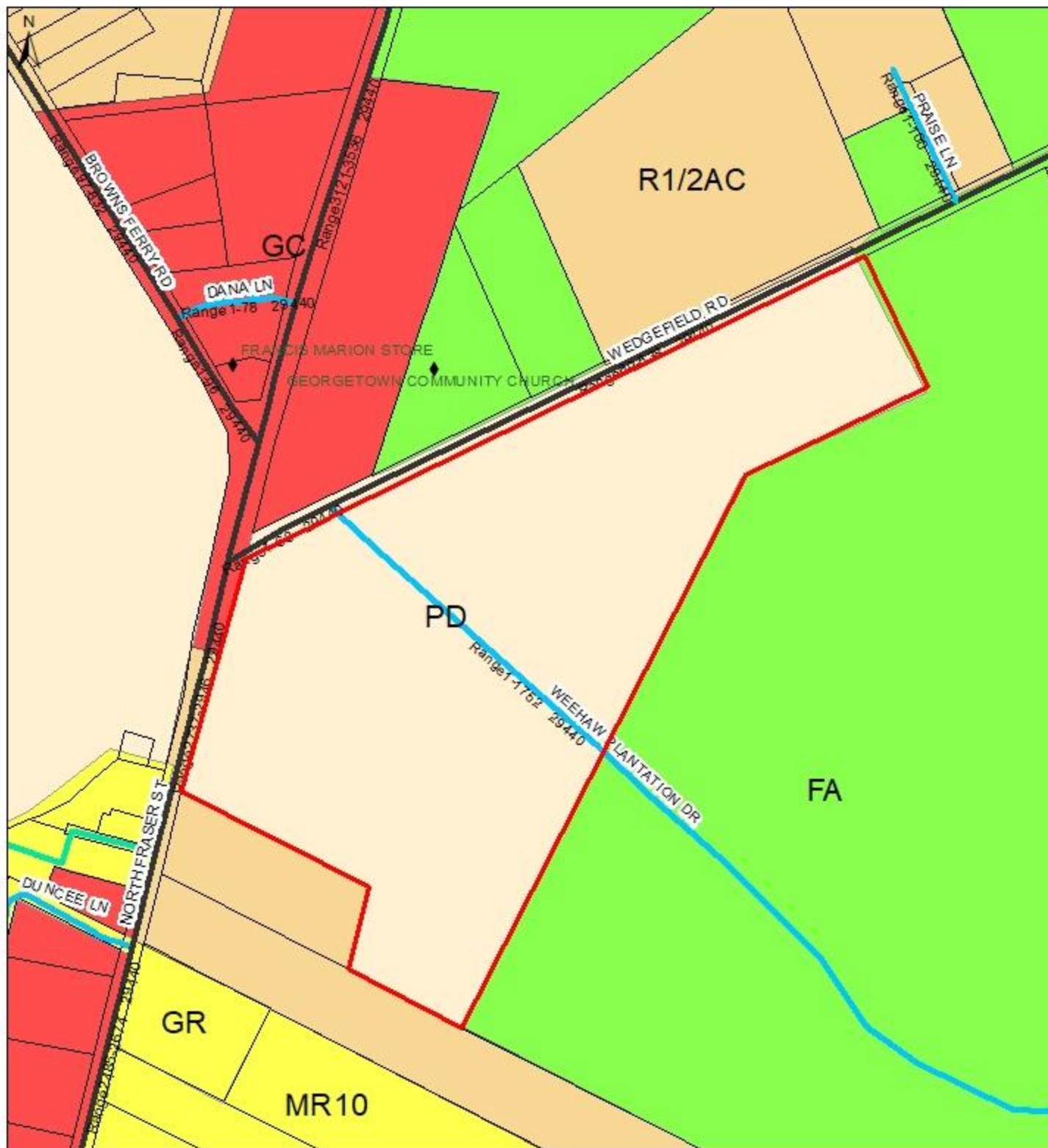
Municipalities



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DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

GMH - Weehaw Plantation PD Property Zoning AMPD 3-21-27264



Legend

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County

Private

State

GMH - Weehaw Plantation PD

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

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GMH - Weehaw Plantation PD
Property FLU
AMPD 3-21-27264

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— GMH - Weehaw Plantation PD

— Lot Lines

— Railroads

◆ Landmarks

Future Land use

FUTURE_LAN

— CITY OF GEORGETOWN

— COMMERCIAL

— CONSERVATION PRESERVATION

— EASEMENT

— HIGH DENSITY RESIDENTIAL

— INDUSTRIAL

— LOW DENSITY RESIDENTIAL

— MEDIUM DENSITY RESIDENTIAL

— POND

— PRIVATE RECREATIONAL

— PUBLIC RECREATIONAL

— PUBLIC/SEMI-PUBLIC

— TOWN OF ANDREWS

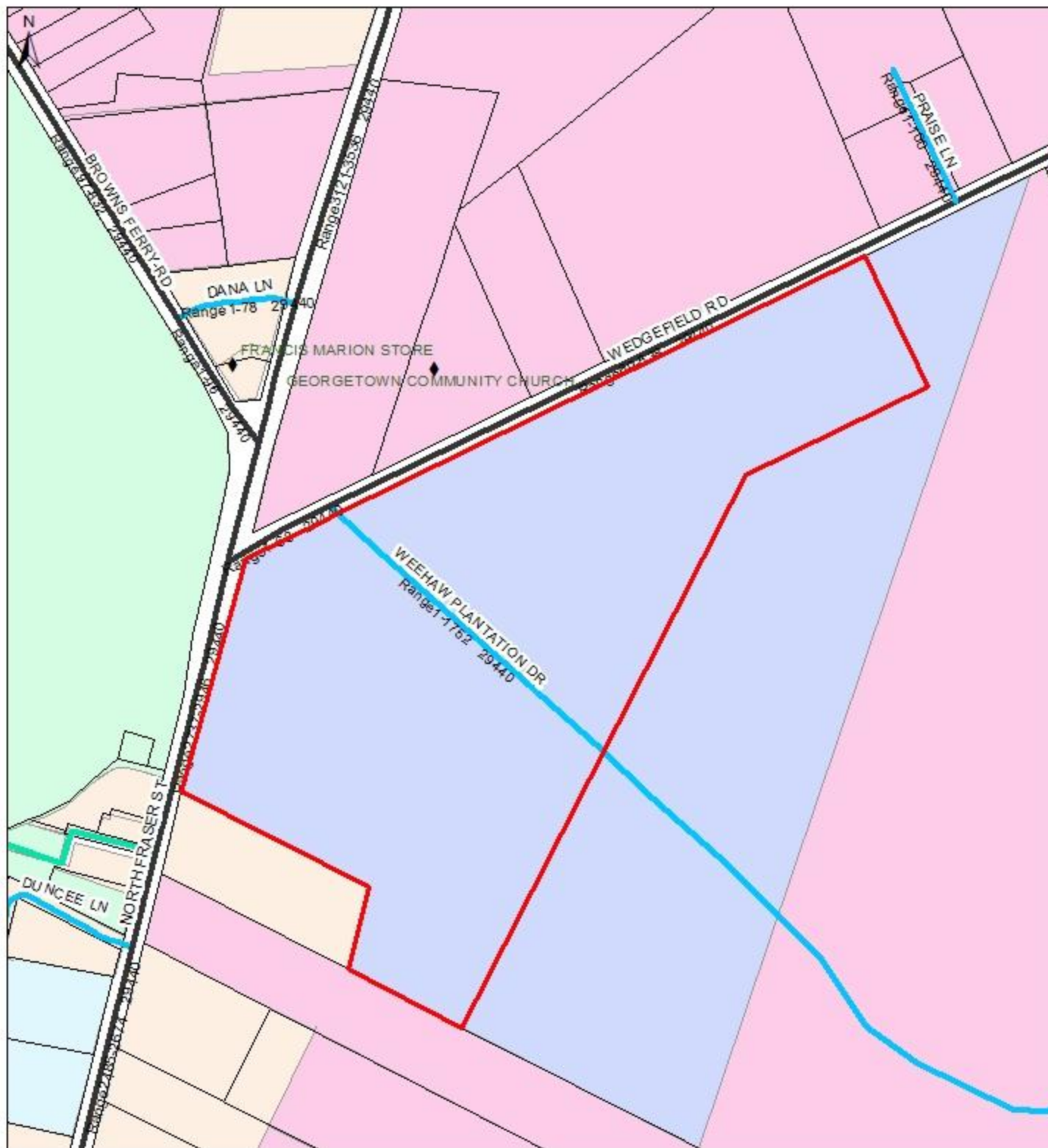
— TOWN OF PI

— TRANSITIONAL

— Municipalities

0 170 340 680 1,020 1,360 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



GMH - Weehaw Plantation PD
Property Aerial
AMPD 3-21-27264

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ GMH - Weehaw Plantation PD

□ Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

— Municipalities

0 170 340 680 1,020 1,360 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



[EXTERNAL]- Re: [EXTERNAL]- More information regarding proposal

(843) 860-4068 <crocker_karen@yahoo.com>

Fri 4/16/2021 4:00 PM

To: Judy Blankenship <jblankenship@gtcounty.org>

Cc: Tiffany Coleman <tcoleman@gtcounty.org>; Holly Richardson <hrichardson@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I want to be very clear that as a home owner in Wedgefield Plantation I am VERY against this development and will be watching very closely. I will also vote against and actively campaign AGAINST anyone who votes for this project to move forward.

And, as a neighborhood, we are committed to working together against anyone who votes for this project.

Karen Seabrook

On Apr 1, 2021 9:27 AM, Judy Blankenship <jblankenship@gtcounty.org> wrote:

Mrs. Crocker,

Notices of the public hearing were mailed last week to property owners within a 400' buffer of the affected property, as is required by law. So, all of Wedgefield may not have received one. We are also required to advertise in the local paper and post a sign on the property.

The applicant is proposing to amend the PD to allow for multifamily uses to be located on 16 acres in the rear of the tract along Wedgefield Road. This request is only for the addition of the multifamily use to the PD. The applicant/developer will be required to resubmit a full conceptual plan that will meet the requirements of the Georgetown County Land Development Regulations. This plan will go before Planning Commission once again as a major PD amendment. At this time a second hearing has not been set but notices will be mailed, an ad will be in the paper and the property will be posted again once that time arises.

It is our understanding that the developer is scheduling a community meeting with the Wedgefield POA so you may want to reach out to them for a date and time.

If you have any further questions, please feel free to contact us.

Thanks,

*Judy E. Blankenship
Senior Planner
Georgetown County Planning
129 Screven Street
Georgetown, SC 29440
843-545-3028*

jblankenship@gtcounty.org

From: KAREN CROCKER <crocker_karen@yahoo.com>
Sent: Wednesday, March 31, 2021 10:38 AM
To: Tiffany Coleman <tcoleman@gtcounty.org>
Subject: [EXTERNAL]- More information regarding proposal

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you please provide me with more information regarding this letter. I am a resident of Wedgefield Plantation and unfortunately did not receive one. This copy is circulating in the neighborhood so I would like to request clarification of the intent of this meeting.

There is a lot of speculation that low income housing will be approved for this 20 acres. Can you please provide clarity on this?

I would also like to know why this letter would not have been sent to residents of Wedgefield. As it is obvious any development on Wedgefield road would impact us and we should be given the opportunity to review and respond.

I look forward to your reply,

Karen Seabrook

[EXTERNAL]- Planning Meeting.

constance downs <constancedowns559@msn.com>

Fri 4/16/2021 3:57 PM

To: Tiffany Coleman <tcoleman@gtcounty.org>

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Coleman,

I am deeply disappointed in the lack of consideration the Planning Committee took toward Wedgefield residents' concerns in last night's meeting. It seemed like the decision was already made before the meeting. An incomplete project plan with many mysteries and a fast-talking, inconsistent Developer was able to sway a group of assumably intelligent people that he has the best interest of Georgetown in mind.

We will be leaving Wedgefield after putting hours of work and money into our home and forming lifetime friendships. Leaving is imperative to me because after working 30+ years in the social services field, the latter part of my career working long hours as a self-employed Contractor for the State of New York providing vocational services, I am tired and just want to retire peacefully. I've already seen, heard and absorb all the sadness that comes with working with diverse people in need. The concerns I addressed in my initial letter to you will not change and they are real but are apparently of no significance to the committee.

My hope is that neither you nor your committee members never have someone impose their agenda on you in a way that it uproots the sanctity of your life. And I sincerely wish you well because it's a harsh and unfair reality. Thank you for accepting my messages. I appreciate it.

Connie Downs

Wedgefield resident

Georgetown County Zoning Commission

Opposition to GMH Weehaw Campus PD Proposed Zoning Amendment Request

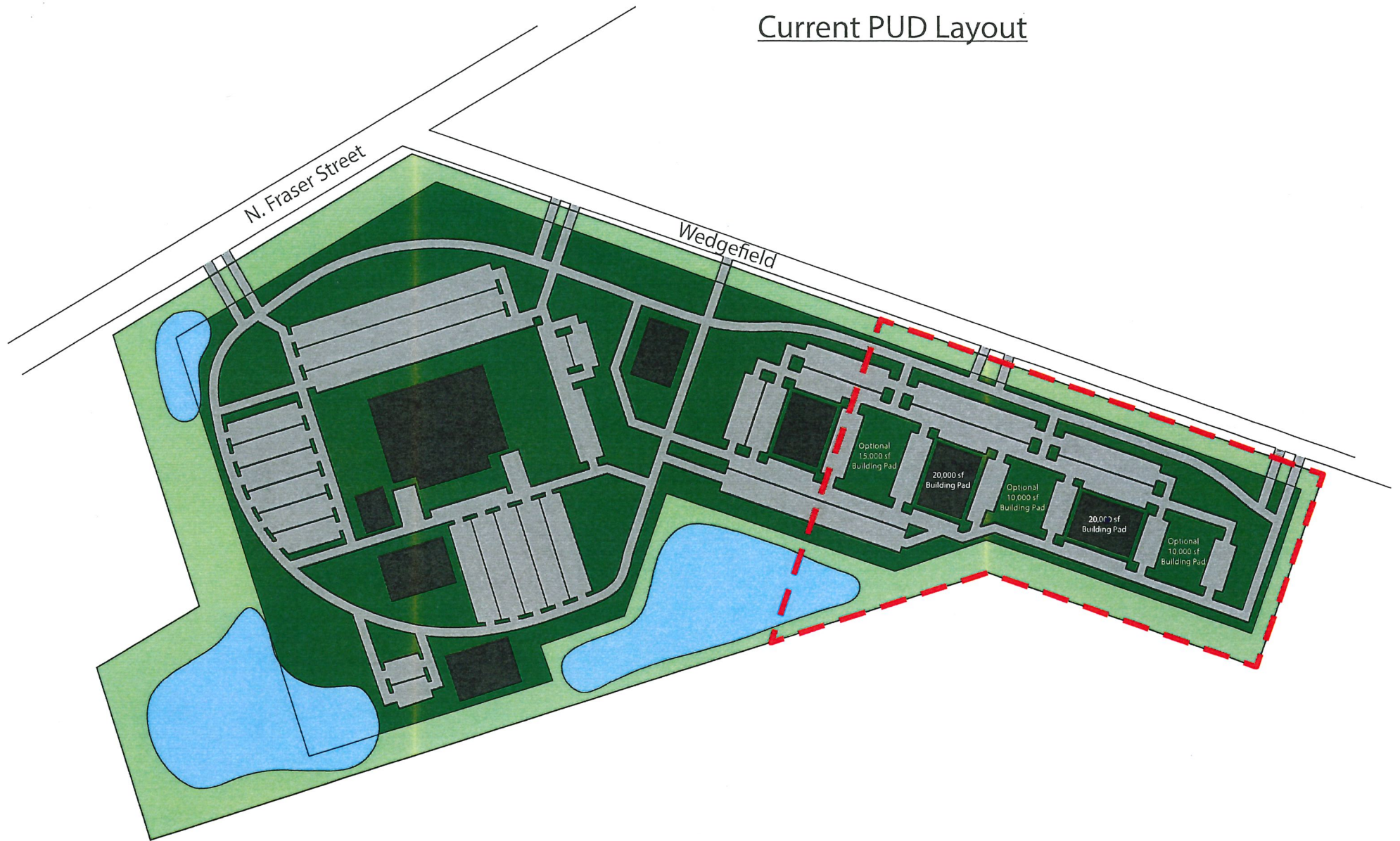
TMS# 02-1009-018-02-23 Case Number AMPD 3-21-27264
Public Hearing on April 15, 2021

	GMH Weehaw Campus PD Amendment Request for "Multi-Family"	Parcel between Fraser Street & Old Charleston Road in Maryville Area
Overall Property	<ul style="list-style-type: none">* \$800,000 price ?* 16 Acres available* \$50,000 per acre (if price is correct) at a 38% premium over other parcel* 90 units are proposed* Water drainage problems... will need expansion ponds	<ul style="list-style-type: none">* \$890,000 asking price* 28.4 Acres available* \$31,000 per acre (full asking price)* Could address more of the affordable housing needs for the County and have up to 170 units based on Four6 & BlueLine's calculations of 6 units per acre.* Has the potential to have more open space, wood buffer, & larger playground* Has a raised topographic lot* From a visual the soil appears to be of a higher quality made up of sand base
Economics	<ul style="list-style-type: none">* Not in Opportunity Zone	<ul style="list-style-type: none">* Located in Opportunity Zone* This development could bring in new business
Traffic	<ul style="list-style-type: none">* Would increase traffic by 500-600 units per day* After a traffic study would be completed, there is a good chance that with the new building that is being done in Wedgefield and surrounding area that Wedgefield Road may have to be relocated. Possibly taking the land by Eminent Domain.* Purchase of property, construction of new road, new traffic light, & multiple lanes would be approximately \$1.5 to \$3 million dollars for the taxpayer.	<ul style="list-style-type: none">* Would increase traffic by 500-600 units per day* Has less traffic on Highway 17 coming out of McClellanville. No additional transformation needed to Highway 17, as it is already a four lane access road* Access to a rear entrance on Old Charleston Road

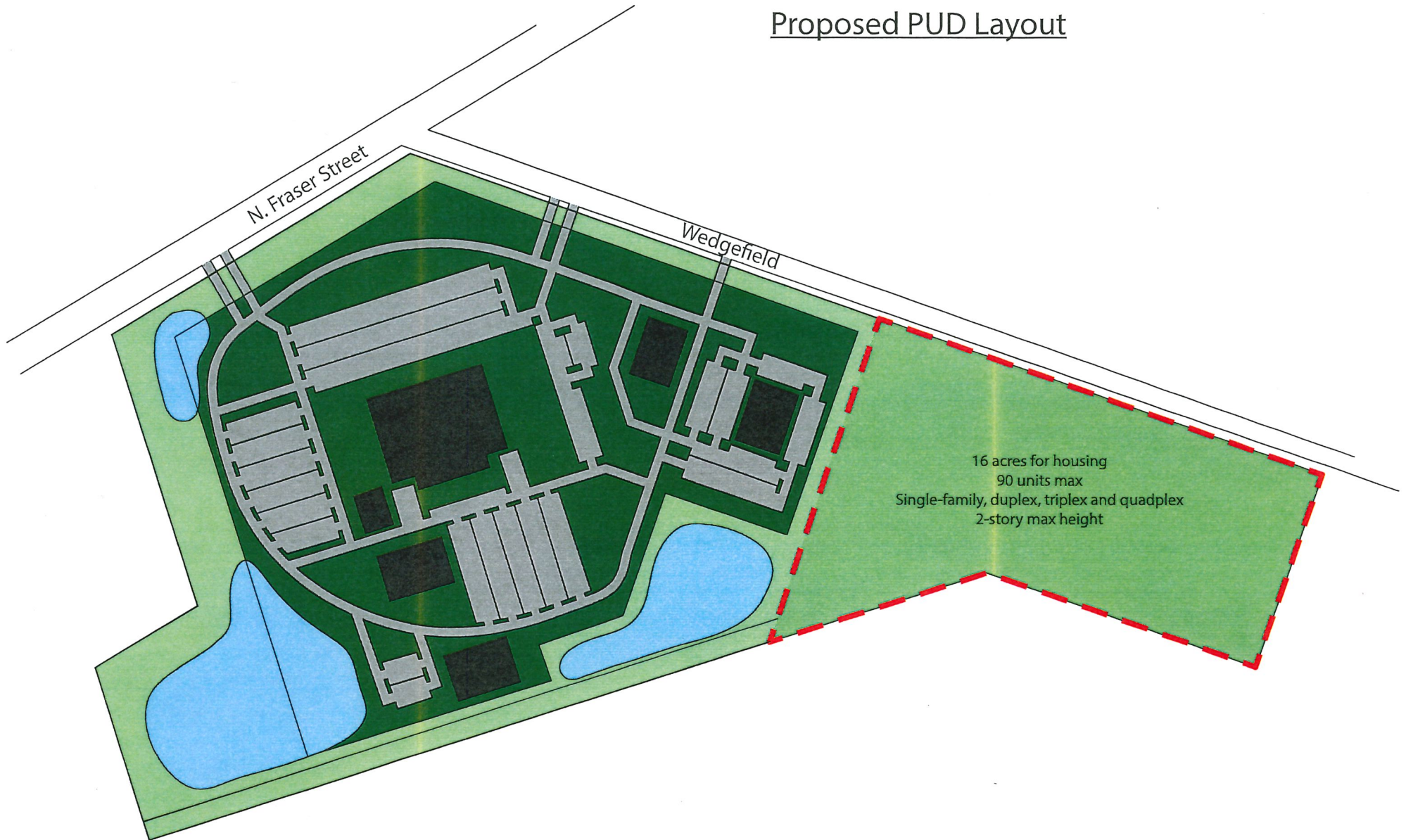
Closeness of Services & Necessities	<ul style="list-style-type: none"> * Located a major intersection of Highway 701, Highway 51, and Wedgefield Road. * The closest grocery store is Walmart over 2 miles away. 	<ul style="list-style-type: none"> * Across the street is a Fire Station, along with Maryville South, which has a "daycare." * Within one half mile is a Food Loin with a sidewalk for convenience. It is located close to Maryville Elementary School, Horry Georgetown Technology College, 2 gas station/convenience stores, auto repair, storage, laundry mat, and much more. * The elementary school could be walkable by using the backside entrance on Old Charleston Road through residential streets. * Prince George Healthcare Center and Blue Ridge Health Care are close by for employment and being close to elderly family members.
Property Value	<ul style="list-style-type: none"> * Will affect property value in Wedgefield and Windsor Plantations & surrounding area and deter any future new homes to be built * Lower property value means low property tax for the county * 72 Investors are looking to purchase Wedgefield County Club and invest approximately \$2m with the purchase of the property and capital improvements. This may deter many of the investors from moving forward from developing the "only publically available country club and golf course within Georgetown." 	<ul style="list-style-type: none"> * Has a mixed zone with Commercial and Residential
Environmental Issues	<ul style="list-style-type: none"> * Endanger red-cockaded woodpecker (Picoides borealis) has natural habit on this property and is maintain by Weehaw Plantation for North American Land Trust. (USESA Designation & SC Protection) * According to the expert, there is "burning" that has to be on site to maintain the habitat for this bird 	<ul style="list-style-type: none"> *No known endanger species threat

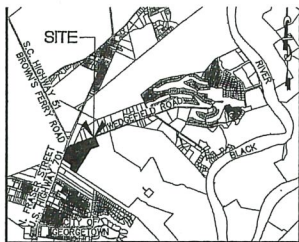
Why should the tax payers of Wedgefield, Windsor, & others along Wedgefield Road bear the cost for the hospital making a bad purchase?

Current PUD Layout

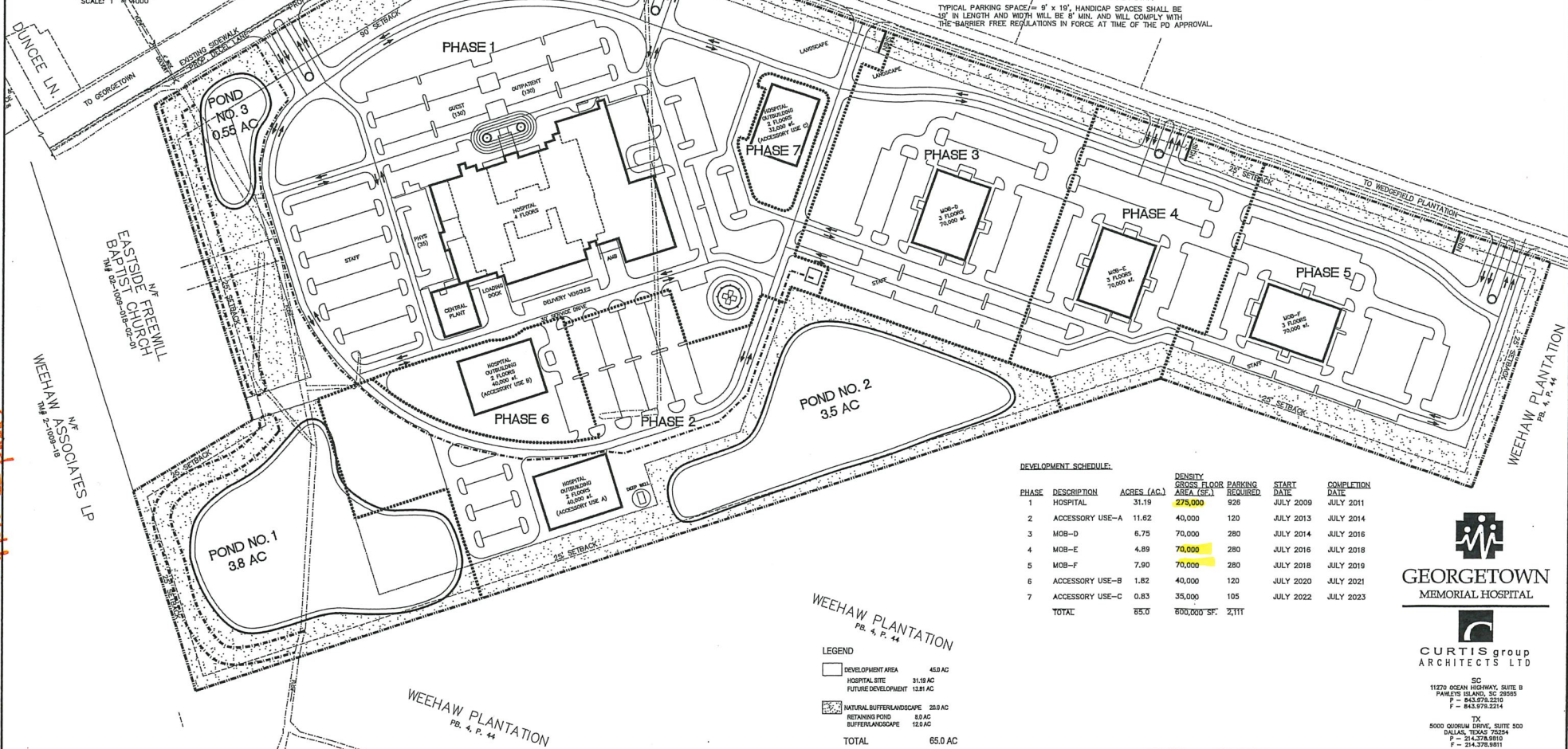


Proposed PUD Layout





VICINITY MAP
SCALE: 1" = 4000'



- DATE OF FIELD WORK: MAY 2008, SURVEYED BY ETS.
- LOT IS LOCATED IN FLOOD ZONE "X" AND "A" AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL 45008-0245 D DATED 3-16-89, AND IS SUBJECT TO VERIFICATION BY THE COUNTY FEMA OFFICE.
- THIS SITE IS SHOWN ON TAX MAP #02-1009-018-01-00 AND CONTAINS 65.0 ACRES.
- OWNER: KYLE N. YOUNG
Post Office Box 1689
Georgetown, SC 29442
APPLICANT: Georgetown Memorial Hospital
Post Office Box 1718
Georgetown, SC 29442
- ZONING: CURRENT = R 1/2 AC. AND GC
PROPOSED = PD
- INGRESS/EGRESS: ACCESS SHALL BE AS FOLLOWS
U.S. HIGHWAY 701 & WEDGEFIELD ROAD
- PARKING STANDARDS: MEDICAL OFFICE BUILDING 1 SPACE PER 250 SF. OF GROSS FLOOR AREA
ACCESSORY USE - SUPPORT 3 SP. PER 1000 SF. OF GROSS FLOOR AREA
HOSPITAL USE - 1 SPACE/PER BED + 1 SPACE PER STAFF
TYPICAL PARKING SPACE = 9' x 19', HANDICAP SPACES SHALL BE 10' IN LENGTH AND WIDTH WILL BE 8' MIN. AND WILL COMPLY WITH THE BARRIER FREE REGULATIONS IN FORCE AT TIME OF THE PD APPROVAL
- SLACKS: 1 = 90' (U.S. HIGHWAY 701)
3 = 25'
5 = 25'
MINIMUM BUILDING SEPARATION = 20 FT.
MAXIMUM BUILDING HEIGHT: HOSPITAL BUILDING = 85 FT.
HOSPITAL ACCESSORY USE BUILDINGS = 85 FT.
MEDICAL OFFICE BUILDINGS = 60 FT.
MINIMUM LOT WIDTH = 60 FT.
TYPICAL PARKING SPACE DIMENSION = 9 FT. x 19 FT.
- DESIGNATED BUFFER AREAS TO REMAIN NATURAL EXCEPT FOR DRAINAGE FEATURES, SIGNAGE, LANDSCAPING, ACCESS DRIVEWAYS AND PERVIOUS PARKING.
- FOR TOTAL SITE:
PERVIOUS = 29.88 AC. 54%
IMPERVIOUS = 35.12 AC. 46%
TOTAL = 65.00 AC. 100%
- OPEN SPACE:
PASSIVE OPEN SPACE = 29.88 AC.
LAKE AREA OPEN SPACE = 35.12 AC.
TOTAL = 37.30 AC.

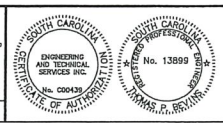
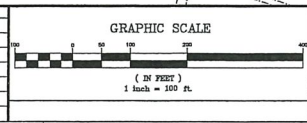
DEVELOPMENT SCHEDULE:				DENSITY		START DATE	COMPLETION DATE
PHASE	DESCRIPTION	ACRES (AC.)	GROSS FLOOR AREA (SF.)	PARKING REQUIRED			
1	HOSPITAL	31.19	275,000	926		JULY 2009	JULY 2011
2	ACCESSORY USE-A	11.62	40,000	120		JULY 2013	JULY 2014
3	MOB-D	6.75	70,000	280		JULY 2014	JULY 2016
4	MOB-E	4.89	70,000	280		JULY 2016	JULY 2018
5	MOB-F	7.90	70,000	280		JULY 2018	JULY 2019
6	ACCESSORY USE-B	1.82	40,000	120		JULY 2020	JULY 2021
7	ACCESSORY USE-C	0.83	35,000	105		JULY 2022	JULY 2023
TOTAL		65.0	600,000 SF.	2,111			



CURTIS group
ARCHITECTS LTD

SC
11270 OCEAN HIGHWAY, SUITE B
PAWLEY ISLAND, SC 29555
P - 843.978.2210
F - 843.978.2214
TX
5000 GORMAN DRIVE, SUITE 500
DALLAS, TEXAS 75224
P - 214.776.9910
F - 214.776.9911

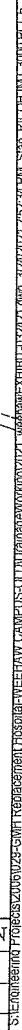
MARK	DATE	REVISIONS
1	9/8/08	CHANGE TO NOTES & SYMBOLS



ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
Pawleys Business Center • 59 Centermarsh Lane • P.O. Box 2040 • Pawleys Island, S.C. 29585
Phone: (843) 237-3002 • Fax: (843) 237-2289 • <http://www.etsengineers.com>

GEORGETOWN HOSPITAL SYSTEM
THE NEW GEORGETOWN MEMORIAL HOSPITAL
WEEHAW CAMPUS - PD
GEORGETOWN COUNTY, SOUTH CAROLINA

CONCEPTUAL LAND PLAN			
SITE PLAN			
DRAWN BY:	RSA	CHECKED BY:	TPB
JOB NO.	2006029	SCALE	1" = 100'
SHEET	1	OF	3



CONCEPTUAL LAND PLAN			
SITE PLAN			
DRAWN BY: RSA		CHECKED BY: TPB	
JOB NO. 2006029	SCALE: 1" = 200'	SHEET OF 4	

From: Holly Richardson
Sent: Monday, April 19, 2021 2:14 PM
To: Theresa Floyd
Subject: Fw: [EXTERNAL]- Re: [EXTERNAL]- Planning Meeting of 15 April 2021

Will you please include this as correspondence for the Hospital PD amendment on the 4/27 agenda?

Holly H. Richardson
Director of Planning and Code Enforcement
Georgetown County
843-545-3254
hrichardson@gtcounty.org

From: CAPT S. Layne Smith <fastfa18@aol.com>
Sent: Monday, April 19, 2021 2:01 PM
To: Holly Richardson <hrichardson@gtcounty.org>
Cc: Theresa Floyd <tfloyd@gtcounty.org>; HOA Wedgefield Plantation <hoawedge@gmail.com>; wedgeassoc.com@frontier.com <wedgeassoc.com@frontier.com>
Subject: [EXTERNAL]- Re: [EXTERNAL]- Planning Meeting of 15 April 2021

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms Richardson,

Thank you for your prompt reply and an explanation of some of the points I raised. I apologize for referring to the Planning Commission as the Planning Board.

I appreciate your offer to refer my comments to the Council and ask in particular you convey my concern regarding inflammatory language. It is critical that this project be discussed based upon the legitimate concerns of Wedgefield Plantation residents and not allowed to be hijacked by individuals wishing to make it a race issue.

Sincerely,

CAPT S. Layne Smith USN (Ret)
67 Ballard Place
Georgetown, SC 29440
703-398-3416
fastfa18@aol.com

On Apr 19, 2021, at 11:41 AM, Holly Richardson <hrichardson@gtcounty.org> wrote:

Capt. Smith,

Thanks for your input. I am happy to try and answer any questions you may have. Unfortunately I cannot speak for the Commission members and why they did or did not address certain issues, but I will try and address the factual questions to the best of my ability.

1. The site in question is being considered for the Low Income Housing Tax Credit (LIHTC) program which is administered by the IRS. This site is not in a qualified census tract (QCT) but it is eligible for funding under the LIHTC program. Sites within a QCT are awarded additional points in the scoring process for the program but it is not a requirement. This site is within an opportunity zone. There are 135 opportunity zones in SC as designated by the Governor. The map at this link shows this area in the "blue" opportunity zone for Georgetown County:

<https://www.schousing.com/Home/Opportunity-Zones>

SC Housing

Opportunity Zones Opportunity Zones offer designated communities hope for affordable housing and other economic development. 2017 saw the passage of the Tax Cuts and Jobs Act of 2017 which established Opportunity Zones as a new investment in low income communities.

www.schousing.com

2. I can't answer for the Board, but they are limited to acting on the requests that are brought before them. I believe the tract that was presented is in the city limits and is not in our jurisdiction.
3. Regarding traffic, the 2008 study is old and would be required to be updated before a conceptual plan for this project can be approved. We would not approve development on this 16 acres based on that traffic study due to its age and because of the proposed change in use. However, that study did address both traffic on Wedgefield Road

and at the intersection of 701 and Wedgefield Road. The approved plan for the hospital shows 4 entrances on Wedgefield Road. The 2008 study addressed each of those entrances separately.

This item will next come before County Council for first reading by title only on April 27th. This means it will be on the agenda, but will not be discussed by Council as is typical. 2nd reading will be held on May 11th and it will be discussed at that time. I will be happy to forward any comments you have regarding the meeting on to the Council members.

Thanks.

Holly H. Richardson
Director of Planning and Code Enforcement
Georgetown County
843-545-3254
hrichardson@gtcounty.org

From: CAPT S. Layne Smith <fastfa18@aol.com>
Sent: Friday, April 16, 2021 12:03 PM
To: Holly Richardson <hrichardson@gtcounty.org>
Cc: Theresa Floyd <tfloyd@gtcounty.org>; HOA Wedgefield Plantation <hoawedge@gmail.com>; wedgeassoc.com@frontier.com <wedgeassoc.com@frontier.com>
Subject: [EXTERNAL]- Planning Meeting of 15 April 2021

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms Richardson,

I attended the Planning meeting on 15 April as a resident of Wedgefield Plantation protesting the change to a PD to allow multi-family housing development on a tract of land situated on Wedgefield Road and Highway 701. As you are aware, this property is owned by Tideland's Hospital. It appears they are trying to recoup some of their loss in purchasing the land by obtaining a change to the PD. The proposed change was ultimately approved by the Planning Board to go to the County Commission.

A great many members of the Wedgefield community came to protest the PD change and several spoke requesting denial of it. However, none of the speakers spoke against the concept of multi-family housing, their concern was with the location, the dramatic congestion and traffic issues it would bring to the already dangerous intersection and the destruction of the surrounding environment.

A few of the contested facts brought to light were:

- 1) Is the area under consideration in a Development Zone? The agent said yes — residents who researched the question said no. Why wasn't the Board interested enough in the answer to look into that question before voting?
- 2) A seemingly very suitable alternative to the Weehaw location was presented by one of the speakers, an alternative that appeared to offer a much more promising area for development. Why didn't the Board at least consider investigating this area before voting? They summarily disregarded the idea. Had they already made up their minds?
- 3) A traffic study from 2008 was presented to illustrate that a change to allow multi-family housing development would reduce the traffic at the intersection of Wedgefield Road and 701. This was incredibly disingenuous when the study was conducted under the premise that the traffic from the hospital would enter/exit on 701 and not Wedgefield Road.

There are a number of situations which can cause a decrease in residential property values not the least of which are traffic congestion and inferior infrastructure. Wedgefield Road is a two lane road and the only way in and out of Wedgefield Plantation. The intersection of Wedgefield Road, Highway 701 and Highway 51 is already an extremely dangerous one. Any increase in development would only increase the danger and the congestion would not be mitigated by traffic lights or turning lanes. This is the greatest concern of most Wedgefield Plantation residents.

I must also address the conduct of the meeting. At one point the very large man operating the camera came and stood menacingly over and berated one of the members of the audience because of

an obscene gesture she had allegedly shown him: this happened while people were talking and the Board initially just watched. Why weren't the proceedings quickly stopped, the situation defused, she either cautioned to behave or immediately ejected from the meeting and the man required to return to his duties?

Finally, as the last speaker from the public, the President of the local NAACP spoke. It appeared his comments would be reasonable and conciliatory as he stated that he didn't disagree with any comments from those of us protesting the PD change. However, in the next breath he labeled all of us who opposed the change to the PD as racists. In a moment he changed the discussion of the project from its merits and he made it a racial issue. He proceeded to say that Wedgefield Plantation was "built on the backs of slaves" and he didn't get his "his 40 acres and a mule." Ms Richardson I am not a racist and neither my home nor any other in Wedgefield Plantation was built on the backs of slaves. It is extremely unfortunate and disappointing that the Board would cowardly and quietly tolerate such inflammatory language and the slander of members of an entire community and residents of Georgetown County.

Sincerely,

CAPT S. Layne Smith USN (Ret)
67 Ballard Place
Georgetown, SC 29440
703-398-3416
fastfa18@aol.com

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Coleman, We hope you will consider supporting our efforts.

Many thanks.

v/r

Ed. Wozniak

From: Edward Wozniak <ednatwoz@sc.rr.com>

Sent: Wednesday, April 21, 2021 10:56 AM

To: Edward Wozniak <ednatwoz@sc.rr.com>

Subject: Planning Meeting

To: Georgetown Planning Commission

Re: Meeting of 4-15-21

Mr. and Mrs. Edward J. Wozniak, Jr.

50 Live Oak Lane

Georgetown, SC 29440

H: 843-545-9750 email ednatwoz@sc.rr.com

In the event you missed this deplorable meeting of the Georgetown Planning Commission on 4-15-21 that lacked ethical professionalism, it is our feeling, along with others, that their decision was already made weeks before the actual meeting. It was obvious it was all orchestrated and set up to do nothing more than shove this project down the resident's throats of the surrounding residential area, as well as they tried doing at Pawleys Island, with no success, they are noted for doing this across the country, and are now trying it here at Wedgefield Plantation, Windsor Plantation, Windsor Rd. development, Deerfield Rd. residents, all of Wedgefield Rd residents which is, and has been since the early 70's, a quiet, low country community.

There were a couple of people mulling around during the meeting trying to intimidate us. They must think we are stupid not to know what was taking place. The developer had precedence over the entire meeting and was able to speak at will, where the residents of Wedgefield Plantation and others, only had 3 minutes. I would like to note here that the developer **lied numerous times** from what he had told us at the previous meeting at the Wedgefield Manor House.

Where was the power point presentation along with projected slides showing ALL 3 phases of this project, there were none!! Because they didn't want us to see them!!

There is concern that the Georgetown County Planning Commission was not able to make a fair decision on this project because of the influence of Tideland Hospital and their desire to sell this land but in order to do so, it will need to be done in stages and so they turned it over to the State/County and have the local residents suffer the results!!!

This tract of land does not qualify for this project under previous studies. The traffic is horrendous and a main artery into Georgetown, Myrtle Beach, Charleston, and I-95. The logging trucks run this route heavily, more so now than ever and two traffic lights will create more danger than we have now getting out of Wedgefield Rd.. There are also wetlands that will be

impacted. The information on the traffic study the developers were using was from 2008. A lot has changed in 13 years.

The developer states that this is going to create more jobs. Really! Show us how!!!! The steel mill is closed and the remaining International Paper and Walmart, and the Hospital are the three largest employers of Georgetown. We have never heard any complaints from either about housing for their employees. If they would let Lowes or Home Depot come in, then you could create hundreds of jobs.

Go less than a mile down on #701, and the road behind Georgetown Kraft Credit Union Bank where there are 100 acres plus. Bubba Grimes represents this property and would love to sell it. It already has an existing traffic signal, a road in and out, restaurants, and numerous shopping centers , Doctors', Dentist, offices and more shopping centers across the street with a full-size Walmart and a Belk's!!! All within walking distance!! This is also convenient to ALL the schools for the families that this project is intended to serve.

There is a location for everything and this is NOT the location. If you read the reviews on Blueline Developers you will see that they are only interested in the tax credits that they get from selling these places so they can get tax breaks. Don't we want better for the residents who need affordable housing. There are many complaints online about the upkeep of these developments and Blueline Developers cannot sell them for 25 years per their speaker. It appears that the care of these units is not what it should be once people move in.

Send this developer back to Montana and put this project in his backyard. Maybe then he will realize there is more to building and owning a complex of this type and will learn to take better care of it and not try shoving it down our throats, and keep our beautiful low country environment as it is. This so-called meeting was a disgrace, insulting and disrespectful to all.

For all our residents of the surrounding area,
Respectfully submitted,
Ed. & Natalie Wozniak

Item Number: 12.c
Meeting Date: 4/27/2021
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-19 - An Ordinance to Amend the FY21 Operating Budget of Georgetown County

CURRENT STATUS:

First Reading by Title Only

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW:

Item Number: 15.a
Meeting Date: 4/27/2021
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Georgetown County and the Bunnelle Foundation are partnering to spotlight a local nonprofit at each County Council meeting.

CURRENT STATUS:

This week's featured nonprofit is Martha's House. Kristi Squires, and Christy Hopkins will present.

POINTS TO CONSIDER:

Martha's House is a not-for-profit organization with the purpose of providing shelter and aftercare for women once they are released from jail/prison.

FINANCIAL IMPACT:

N/A

OPTIONS:

This item is presented for information only.

STAFF RECOMMENDATIONS:

N/A

ATTORNEY REVIEW:

No

Item Number: 15.b
Meeting Date: 4/27/2021
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

A request from Todd Middleton, General Manager of Litchfield Villas LLC to allow for two security gates (one at each entrance) to be installed at the Litchfield Villas Community located at 1 Sundial Drive in Pawleys Island. TMS 04-0144-083-00-00 and 04-0144-084-00-00.

CURRENT STATUS:

The property is zoned Resort Commercial and the section of road where the proposed gates will be installed is private.

POINTS TO CONSIDER:

1. Litchfield Villas is an existing condo development consisting of 13 buildings each containing two 2-bedroom villas. The buildings were constructed in the mid 1960's.
2. The buildings are served by two private drives.
3. The applicant proposes adding one security gate to be located at the entrance serving buildings G-M and the second gate on the private portion of Sundial Drive just before the entrance serving buildings A-F. The applicant provided an order dated July 28, 2020 showing the closing of this portion of the road. The attached order includes a statement from Litchfield Crossing and Mr. McKissick (adjacent property owners) consenting to the road closures.
4. Midway Fire will need to approve the final plans for the gates. They have been contacted by the applicant and provided the attached fire code information pertaining to the gate.
5. Those entering the development without gate access will have sufficient turn around room based on the drawing submitted.
6. Article 4, Design Standards, Section F of the Land Development Regulations states "Gated communities will only be allowed with County Council approval after receiving a recommendation from the Planning Commission."
7. The Planning Commission discussed this at their April 15th meeting and unanimously recommended approval for the gate conditional on a final approval from Midway Fire.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request.
3. Defer action.
4. Remand for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ litchfield villas documents	Backup Material
▣ litchfield villas plans	Backup Material
▣ aerial map	Backup Material
▣ location map	Backup Material
▣ zoning map	Backup Material

RECEIVED MAR 09 2021 

To all concerned,

Litchfield Villas, Inc., located at 1 Sundial Drive Pawleys Island SC requests approval to install two (2) traffic gates at said location. The attached documents include location and type of gates (swinging or sliding) as well as easement that has been granted by state and local entities. We look forward to your response.

Todd Middleton
General Manager
Litchfield Villas, Inc.
1 Sundial Dr.
Pawleys Island, SC 29585

843-343-5552

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN CA No.:2020-CP-22-00469

Litchfield Villas, Inc.,

Petitioner,

vs.

**ORDER GRANTING SUMMARY
JUDGMENT AND CLOSING ROAD**

South Carolina Department of
Transportation,

Respondent.

This matter came before me by way of a Consent Order of Reference filed July 28, 2020, and Petitioner's motion for summary judgment on its petition to close a portion of Litchfield Drive in Georgetown County. The petition is not opposed by the Respondent SCDOT or Litchfield Crossing Development Co., LLC, the only abutting landowner. Pursuant to the requirements of the Supreme Court order dated January 8, 2021, a virtual hearing was held before me on January 25, 2021. Tobias G. Ward, Jr. Esquire appeared for the Petitioner.

FACTUAL/PROCEDURAL BACKGROUND

Petitioner filed this civil action under Section 57-9-10 of the Code of Laws of South Carolina, 1976, as amended, to close a portion of Litchfield Drive, a road in Georgetown County in the Litchfield Beach area. The major portion of Litchfield Drive is a paved public road which has its eastern terminus near the property of Litchfield Crossing Development Co., LLC, a South Carolina limited liability company (hereinafter "Litchfield Crossing"). The portion of Litchfield Drive from its intersection with Sundial Drive to the property of Litchfield Crossing is a dirt road and does not extend to any public property, easement, or right of way, but just goes to and ends at the real property of Litchfield Crossing. (Exhibits B & C to the Petition) As alleged in the complaint, that portion of Litchfield Drive is not necessary for public use or convenience. Also, as alleged, the Petitioner has security concerns if the abandoned road is not closed to the public as it is adjacent to Litchfield Villas. The only parties abutting this portion of Litchfield Drive are the

Petitioner and Litchfield Crossing. Litchfield Drive is part of the State Highway System (S-22-304) which has responsibility for its maintenance.¹ (See SCDOT Answer)

The Respondent SCDOT filed an Answer stating that it had no interest in the matter and did not oppose the relief sought by the Petitioner.

In compliance with S.C. Code Ann. §57-9-10, before filing the petition, the Petitioner published its notice of intention to file the petition to close a portion of Litchfield Drive once a week for three consecutive weeks in the Georgetown Times, a newspaper in general circulation in Georgetown County where the road is located. A copy of the Affidavit of Publication is on file with this court. The Petitioner installed the required "Notice Pending Road Closing" signs within clear sight distance from Litchfield Drive. The signs in compliance with SCDOT regulation 63-100 provided the contact number for the Petitioner's counsel. Petitioner's counsel has verified that no one has contacted him concerning the request to close the subject portion of Litchfield Drive. Petitioner also served a copy of the Notice of Petition, Affidavit of Publication, and a picture of the posted sign by certified mail, return receipt requested to Litchfield Crossing. Litchfield Crossing consents to the relief. (See Certificate of Compliance)

STANDARD OF REVIEW

According to Rule 56 SCRC, summary judgment is to be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

LAW/ANALYSIS

S.C. Code Ann. §57-9-10 et. seq. provides the procedure for closing a public road. By creating a formal judicial procedure for terminating a public right of way over land, § 57-9-10 removes the uncertainty attending the common law of dedication and abandonment and ameliorates the rigor of the common law rule requiring strict proof of intent to abandon a public right of way before that right can be extinguished. *Hoogenboom v. City of Beaufort* 315 S.C. 306, 433 S.E.2d 875 (S.C. App. 1992) S.C. Code Ann. § 57-9-20 further provides, "If the court shall determine that it is to be the best interest of all concerned that such street, road

¹ Since the road is part of the *state* system and is maintained by SCDOT and not Georgetown County, Georgetown County has no interest in the matter and is not a necessary party.

or highway be abandoned or closed, the court shall then determine in whom the title thereto shall be vested and issue an appropriate order.”

The Court finds that there are no genuine issues of material fact such that the Petitioner is entitled to judgment as a matter of law.

The Court finds that it would be in the best interests of all concerned that the identified section of Litchfield Drive is closed. The public has no legitimate need to have access to this area, and the only parties who would be affected by the closing besides the Petitioner are Litchfield Crossing Development Co., LLC, an adjacent property owner who does not oppose the relief and SCDOT who also consents. Furthermore, as alleged Litchfield Villas has expressed security concerns if this area is left open to the public.

The Petitioner has requested that the title to this area be vested in the Petitioner. The Court finds that this vesting of the title is an equitable apportionment of the area to be closed and is in the best interests of the parties. This will allow Litchfield Villas to address any security concerns it may have for the area.

CONCLUSIONS

1. The Court has jurisdiction of the subject matter and the parties in this action.
2. The Plaintiff brought this action under Section 57-9-10 of the Code of Laws of South Carolina, 1976, as amended, and that the statutory and regulatory requirements set forth in the Code have been met.
3. There are no genuine issues of material fact such that the Petitioner is entitled to judgment as a matter of law.
4. The Court finds that it is in the best interests of all concerned that the portion of Litchfield Drive from its intersection with Sundial Drive to the property of Litchfield Crossing Development Co., LLC should be closed.
5. The Court finds that title to said portion should be vested in the Petitioner.
6. The Court concludes that it is in the best interests of all concerned that the relief sought by the Petitioner as to the road closing and the vesting of title be granted.

IT IS THEREFORE ORDERED that the portion of Litchfield Drive from its intersection with Sundial Drive to the property of Litchfield Crossing Development Co., LLC should be closed, and

IT IS FURTHER ORDERED that ownership of the said portion to be closed be vested in the Petitioner, and

IT IS FURTHER ORDERED that this Order be filed in the Office of the Register of Deeds of Georgetown County to reflect the closing of that portion of Litchfield Drive herein referred to and be vesting of title as herein ordered.

AND IT IS SO ORDERED.



Form 4.docx

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020 CP-22-00469

LITCHFIELD VILLAS, INC.

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: TOBIAS G. WARD, JR.

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Road closed pursuant to S.C. Code Ann. §57-9-10 and vested in name of Plaintiff as set forth in Summary Judgment Order.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
LITCHFIELD VILLAS, INC.	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (CONSENT)	\$N/A
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
That portion of Litchfield Drive (S-22-302) from its intersection with Sundial Drive (S-22-304) to the property of Litchfield Crossing as is all more fully shown in Exhibits B & C attached to the Petition in this case.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Tobias G. Ward, Jr.
SC Bar No.: 5826
P.O. Box 50124
Columbia, SC 29250

Barbara Wessinger
S.C. Department of Transportation
PO Box 191
Columbia, SC 29202

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Georgetown Common Pleas

Case Caption: Litchfield Villas Inc VS South Carolina Department Of Transportation
Case Number: 2020CP2200469
Type: Master/Order/Form 4

So Ordered

s/ Joe M. Crosby 3072

CONSENT

Road Name: Litchfield Drive

- Maintenance and repairs of the road
- Maintenance and repairs of drainage ditches and structures
- Prompt payment of right-of-way parcel ad valorem property taxes
- Providing (or limiting) private right-of-way access
- Any liabilities as a result of the transfer of responsibilities

Litchfield Crossing 2323 Laurens Rd. 864/242/5060
Development Co., LLC Greenville, SC 29607

Joseph P. Kiskadden 3-24-20



Fire Marshal

Division Chief Mark Nugent

Midway Fire Rescue

Division of Fire and Life Safety

67 St. Paul's Place

Pawleys Island, South Carolina

(843) 545-3610



Fire Inspector

Lieutenant Bill Collins

TO: Mr. Todd Middleton, General Manager, Litchfield Villas

FROM: Division Chief Mark R. Nugent

DATE: March 25, 2021

SUBJECT: Proposed Security Gate Installations (2), Litchfield Villas, Sundial Drive

This Division of Fire and Life Safety has reviewed the above mentioned project, and provides the following comments:

- The following are the code sections the Division of Fire and Life Safety utilizes when addressing the installation and maintenance of Security Gates in the Midway Fire Rescue response district. The referenced codes are from the current adopted codes of Georgetown County, SC, to include the 2018 International Fire Code, and any other referenced codes and standards. The entrance width shall be a minimum of 14 feet.

[A] 105.7.12 Gates and barricades across fire apparatus access roads.

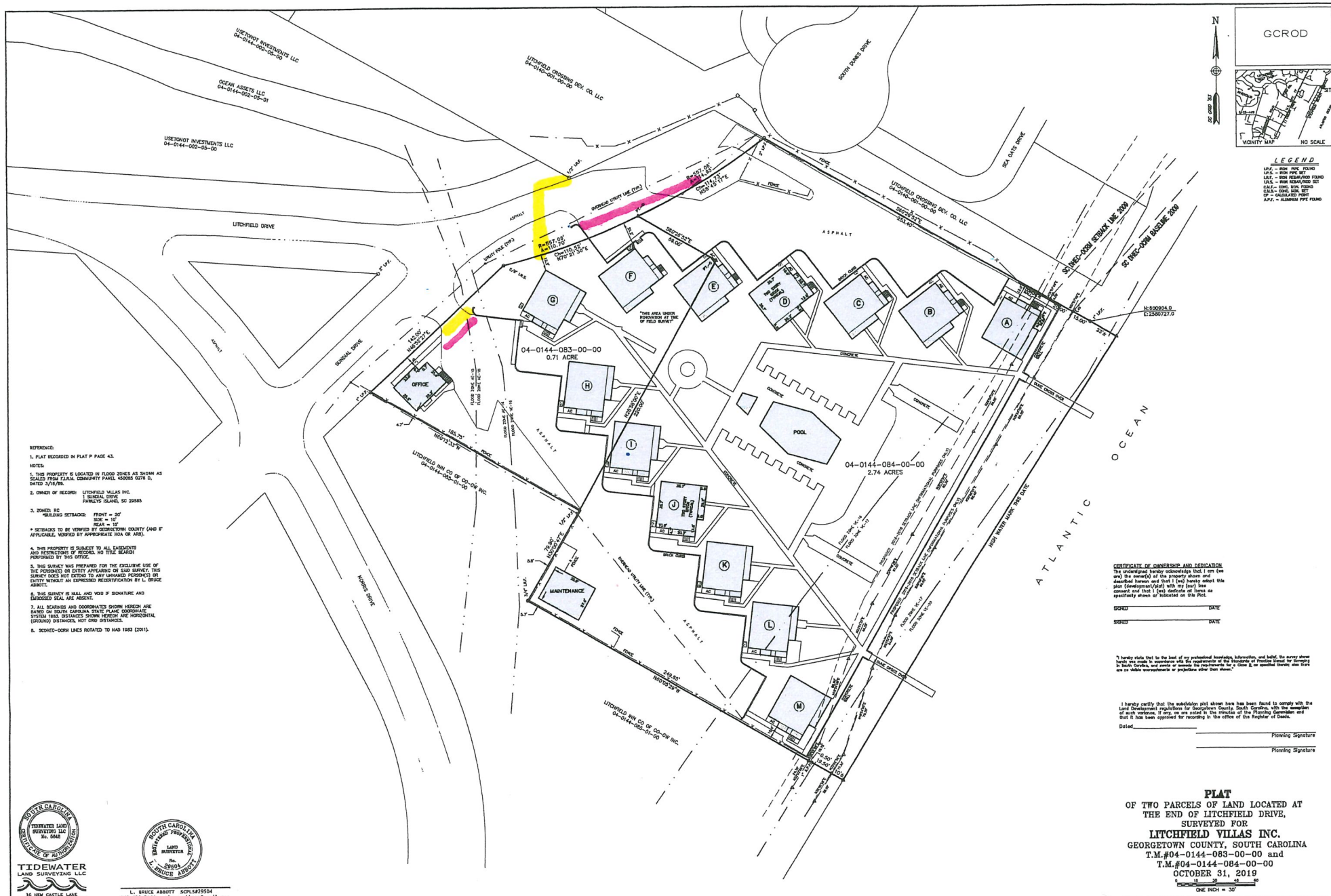
A construction permit is required for the installation of or modification to a gate or barricade across a fire apparatus access road.

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

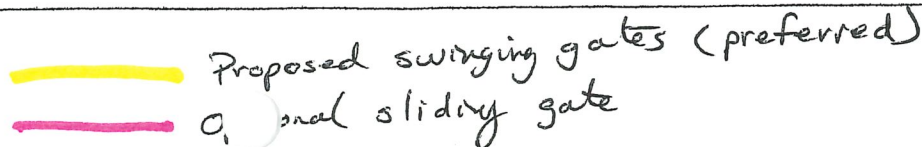
- The approved means of "Emergency Operation" utilized by the Division of Fire and Life Safety includes adding a "Yelp" function to activate the gate by utilizing the "Yelp" mode of their electronic siren.
- The Division of Fire and Life Safety also requires a means of entry through a designated gate code specific for Midway Fire Rescue, which will be given to management during the construction process. A Gate Code Pad must be placed in a conspicuous area, readily available to responding personnel to enter code. NOTE – It is preferred if each side of the gates are programmed to "Open In" and lock open for additional emergency vehicles when utilizing the Yelp function or designated gate code for Midway Fire Rescue; increasing ease of entry and potentially reducing the chance of contact with the gate.
- Proper signage on the roadway and gate shall be installed as to prompt the emergency vehicles where to stop, to ensure safe entrance and exiting of the property so as to not be struck by the gate.

Thank you for discussing this matter with Midway Fire Rescue, please reach out if we are able to assist you as this project moves forward. Division Chief Nugent can be contacted at mnugent@gtcounty.org or cell phone at 843-331-5338.

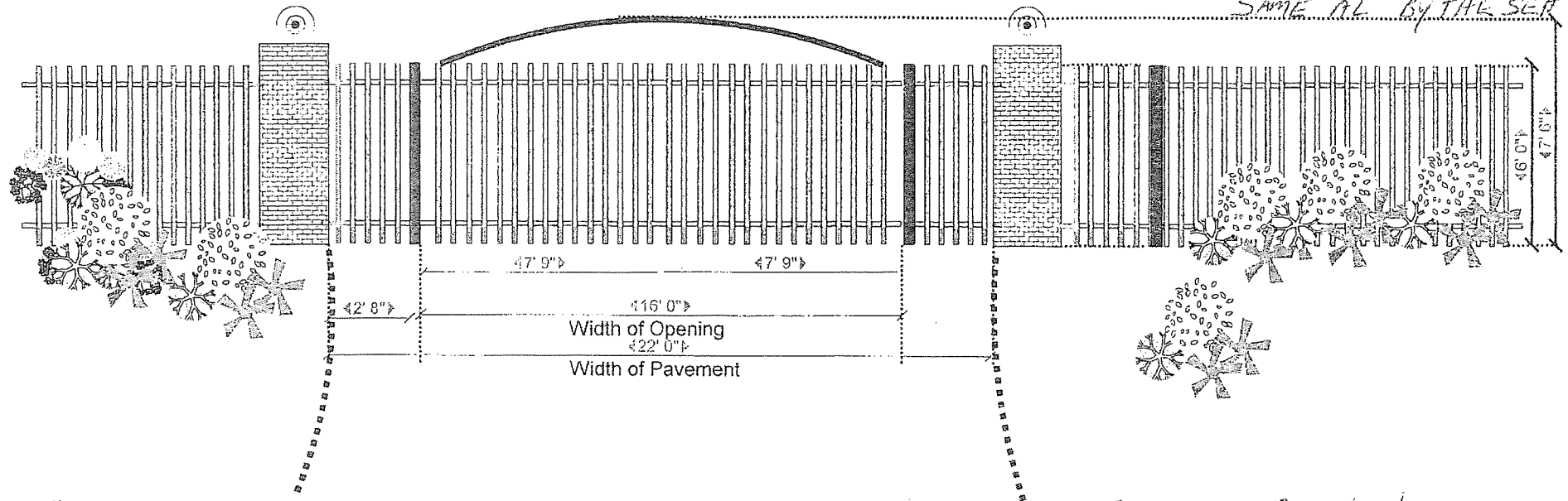


Proposed swinging gates (preferred)
Optional sliding gate

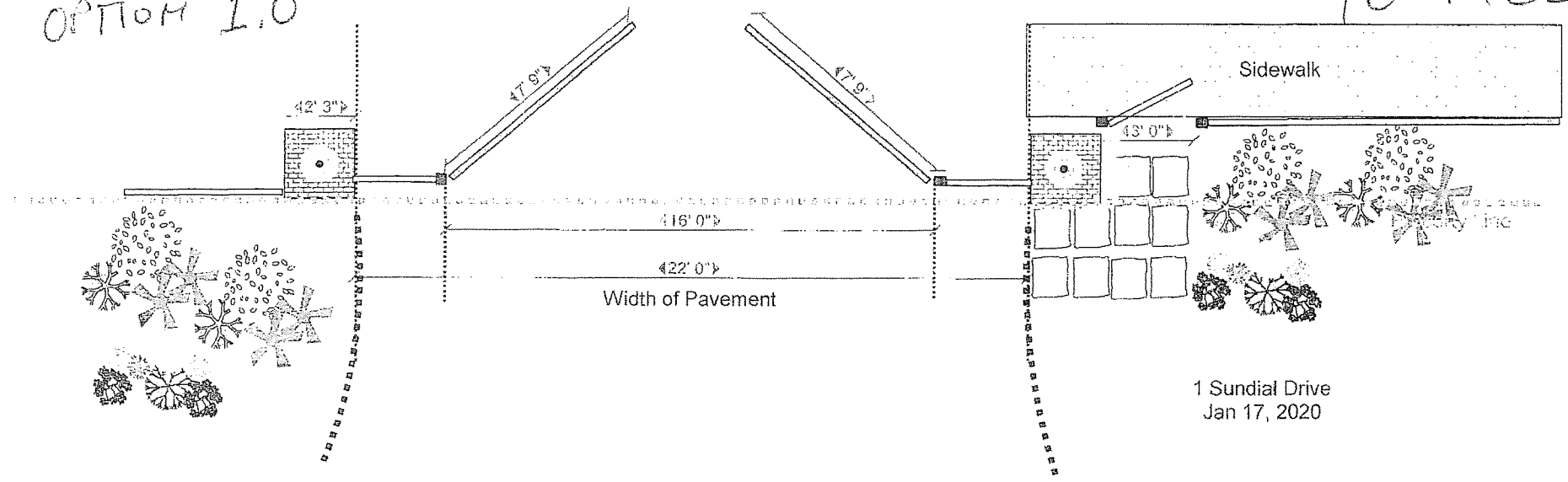
Proposed Aquisition



LITCHFIELD
SAME AL BY THE SEA

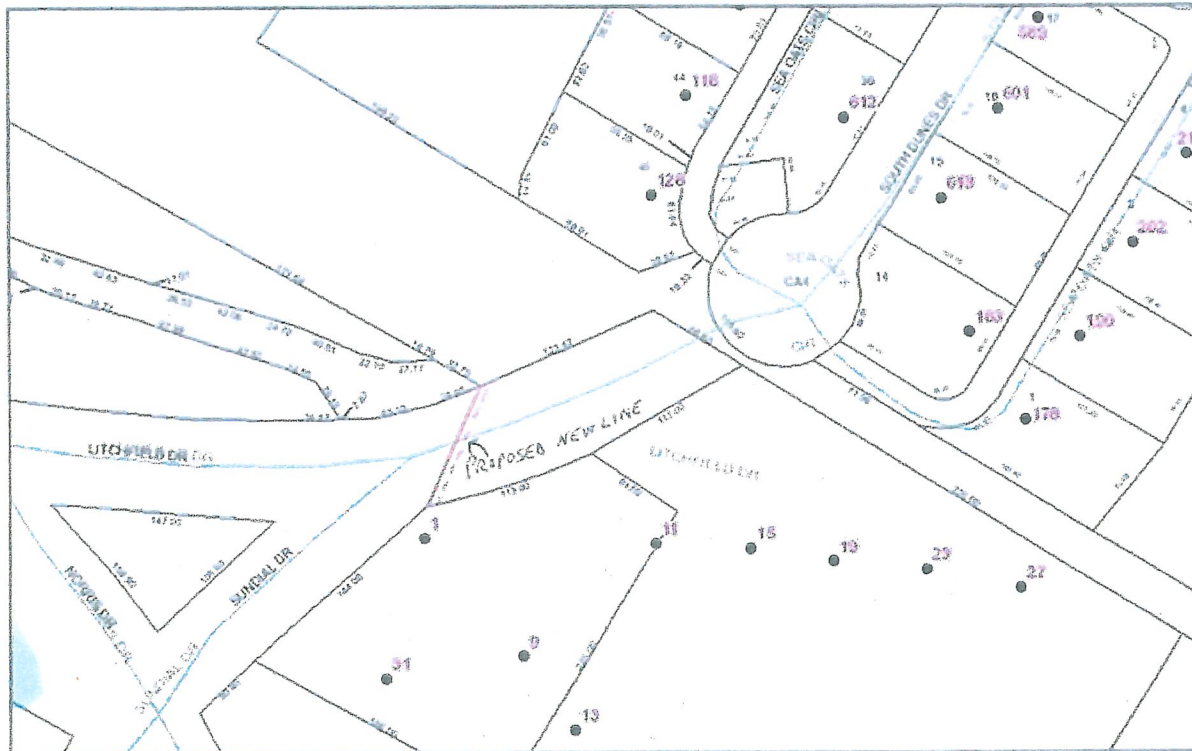


DRAFT FOR SPACING & SYMMETRY ONLY
OPTION 1.0
OFFICE



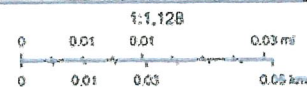
1 Sundial Drive
Jan 17, 2020

ArcGIS Web Map



11/24/2019, 9:52:09 PM

- County Boundary
- Landmarks
- 911 Addresses
- Streets
- Municipalities
- Railroads
- Lot Lines
- Highways



Source: Esri, HERE, Garmin, Swisstopo, Esri, Inc., GEBCO, USGS

Web Application for ArcGIS

Scale of North



Litchfield Villas Property Aerial

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Litchfield Villas

□ Lot Lines

—+— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

□ Municipalities

0 40 80 160 240 320 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

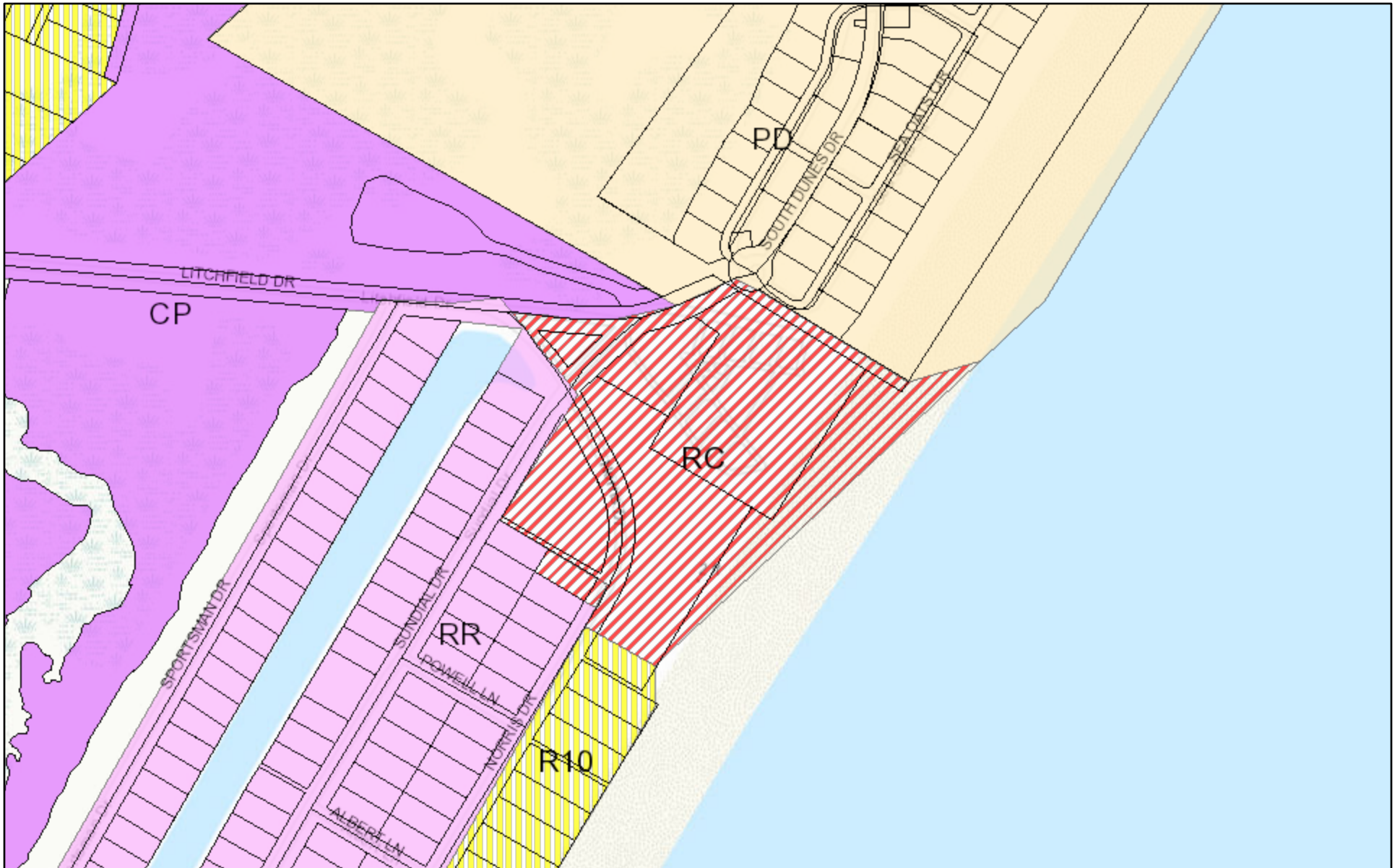
LITCHFIELD VILLAS

LOCATION MAP

FENCE REVIEW



ArcGIS Web Map



3/17/2021, 9:50:49 AM

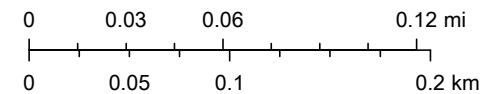
Zoning

CITY OF GEORGETOWN

CP



1:4,514



State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS,

Web AppBuilder for ArcGIS

State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Source: U.S. Census Bureau |

Item Number: 16.a
Meeting Date: 4/27/2021
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

In 1999, Georgetown County Council adopted *Rules of Procedure* pertaining to all meetings and proceedings. Georgetown County Council desires to conduct the public's business in a forthright manner that can be clearly understood by everyone involved.

Ordinance No. 20-59 includes proposed amendments and revisions to update *Rules of Procedure* which shall govern the conduct of meetings of council and other matters provided therein.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Ordinance No. 20-59
2. Do not adopt Ordinance No. 20-59.

STAFF RECOMMENDATIONS:

Deferred pending further review.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▢ Ordinance No 20-59 Rules of Procedure	Backup Material
▢ Ordinance No 20-59 Rules of Procedure w EDITS	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL

WHEREAS, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

NOW, THEREFORE, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

ARTICLE ONE
RULES

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. Items not covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd Edition* (hereinafter “*Model Rules*”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the *Model Rules*, will be decided utilizing the latest edition of *Robert’s Rules of Order*.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

ARTICLE TWO
OFFICERS

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term or at the pleasure of the Council. Before the Administrator may be removed from the position, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal including notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

2-3.1 **POWERS AND DUTIES:** The power and duties of the Administrator shall include, but not be limited to, the following:

- a. To serve as the Chief Administrative and Executive Officer of the County Government;
- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;

- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- f. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- g. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- h. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall offer a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- i. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- j. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- k. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.

2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.

- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2.37 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the members of Council and may be reflected in the Administrator's employment contract.
- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.
- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council member

votes shall be recorded in the minutes. The recordings of all Council meetings shall be permanently maintained for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall establish the position of County Attorney who shall provide general counsel to the County Administrator and Council. The County Administrator shall hire and supervise the County Attorney.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

ARTICLE THREE

MEETINGS

- 3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

3-2. **MEETINGS, REGULAR**

- 3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.
- 3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 p.m. seven (7) days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator no later than Friday of the week

preceding the regular Council meeting. Publication of the agenda shall be on Friday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online and available upon request no later than twenty four (24) hours before the meeting.

3-3. **MEETINGS, SPECIAL**

- 3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.
- 3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.
- 3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is posted online no later than twenty four (24) hours before the meeting.

3-4. **MEETINGS, EMERGENCY**

- 3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.
- 3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.
- 3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.
- 3-4.4 Notice to all the Council of an emergency meeting will be by telephone, email, or other means as soon as practicable by no less than two (2) hours before the meeting.

3-5. **MEETINGS, BRIEFINGS, AND WORK SESSIONS**

- 3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.
- 3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) days before the meeting. The agenda shall be posted online no later than twenty four (24) hours before the meeting.

- 3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

3-6. **MEETINGS, PUBLIC HEARING**

- 3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:
- a. Adopt annual operational and capital improvement budgets;
 - b. Make appropriations, including supplemental appropriations;
 - c. Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;
 - d. Adopt zoning and subdivision regulations;
 - e. Levy taxes; and
 - f. Sell, lease or contract to sell or lease real property owned by the County.
- 3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online no later than twenty four (24) hours before the hearing.
- 3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.
- 3-6.4 Each speaker shall be limited to three (3) minutes.
- 3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.
- 3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 The public hearing will be limited to a total of thirty (30) minutes for formal presentations.

3-7. **EXECUTIVE SESSION**

3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended. These purposes are defined in the South Carolina Code of Laws and are generally are limited to:

- a. Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body, or the appointment of a person to a public body.
- b. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.
- c. Discussion regarding the development of security personnel or devices.
- d. Investigative proceedings regarding allegations of criminal misconduct.
- e. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of an industry or other business in the area served.

3-7.2 To hold an executive session, a motion must be made stating the specific purpose of the executive session or referring to the published agenda wherein the specific purpose is listed, seconded, and adopted to go onto executive session.

3-7.3 No vote shall be taken in executive session.

3-8. **ELECTRONIC MEETINGS**

3-8.1 Upon authorization and vote, and in accordance with the South Carolina Freedom of Information Act (also referred herein as “the Act”), Council and all Georgetown County Boards and Commissions (collectively referred to throughout as “the Governing Body”) conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media,

or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating “yay” or “nay.” All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act; provided, however, any digital broadcast of the meeting is not required to be kept as a record by the Governing Body.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. In lieu of public comment periods, members of the public may submit their written public comments via email to the Clerk to Council – tfloyd@gtcounty.org - which shall be distributed to the members of the Governing Body.

(h) With respect to public hearings required by the South Carolina Code of Laws, said public hearings shall be conducted electronically as provided herein. All public comments made during such hearing shall be submitted in writing to the Clerk to Council via either:

- 1) U.S. Mail addressed to:
Clerk to Council
Georgetown County Council
716 Prince Street
Georgetown, South Carolina 29440
- 2) Email addressed to tfloyd@gtcounty.org

All comments must be received one (1) hour prior to the scheduled hearing. The comments shall be distributed to the members of the Governing Body prior to the public hearing and read into the record at the time of the public hearing. The comments shall be limited to three hundred (300) words or less. In the event more than ten (10) comments are received, the Chairperson is authorized to paraphrase the reading of the comments into the record in order to optimize time efficiency of the public hearing.

ARTICLE FOUR **QUORUM**

- 4-1. **QUORUM:** A majority of the seven members of the Council shall constitute a quorum to begin a meeting for the transaction of official business.

ARTICLE FIVE **PUBLISHED AGENDA**

- 5-1 **PUBLISHED AGENDA:** For all regularly scheduled meetings, the Council shall address itself to an established, published agenda. The Council shall approve the published agenda, including the Consent Agenda and the Executive Session agenda.

Once an agenda for a regular, special, called or rescheduled meeting is posted, no items may be added to the agenda without an additional 24-hour notice to the

public. The notice must be made in the same manner as the original posting.

After a meeting begins, an action item which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

After a meeting begins, an action item which is a final action or for which there will be no opportunity for public comment, may be added to the agenda by

- a two-thirds vote of the members present and voting, and
- a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue).

5-1.1 A public comment period may be the first item of business on the agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than three (3) minutes. If there are more than ten speakers, time allotted will be reduced to allow all speakers signed in to present within the 30 minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to address Council during the public input period shall sign up with the Clerk of Council before the meeting is called to order by the presiding officer. Preference as to the order of the speakers shall be given to those who have notified the Clerk in advance of the meeting of their desire to speak. When there are several members of the public present to address the same issue, one spokesperson shall be chosen on behalf of the group and the presiding officer has the authority to enforce this provision. A public comment period is not required under the South Carolina Code of Laws, rather it is authorized by Council as a means for the citizenry to speak to their representatives in a public setting. Consequently, no person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of Council, a member of the County staff, or a member of the public up to contempt or ridicule.

5-1.2 Any Council member desiring to place an item on the agenda shall notify the Chairperson. The Chairperson shall notify the Clerk no later than 12:00 p.m. 7 days prior to the regular meeting. This provision shall include the names and applications of appointees to various county boards and commissions.

5-1.3 The consent agenda may consist of items that are more than likely not to be controversial as well as any ordinance proposed for first reading. Any Council member may request that an item be placed on the consent agenda, and any member may request that an item be removed therefrom. Any ordinance may be read in at first reading by title only.

ARTICLE SIX
DECORUM AND DEBATE

- 6-1. When a measure is before the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case.
- 6-2. When two (2) or more members wish to speak, the presiding officer shall decide and recognize such members in turn.
- 6-3. No member of Council shall interrupt another while speaking, except to make a point of order or make a point of personal privilege.
- 6-4. The presiding officer shall not be obligated to recognize any Council member for a second comment on a subject or amendment until every Council member wishing to speak has been allowed a first comment.
- 6-5. No member shall speak more than five (5) minutes on any subject or amendment. Such member may use his/her time in any combination, in separate speech or comments totaling five (5) minutes. Council members shall also have the right to yield a portion of their time to another member.
- 6-6. Any member wishing to speak more than five (5) minutes on any question or any amendment to the question shall be accorded the privilege without objection or upon motion supported by two-thirds of the Council members present.
- 6-7. The Council may agree to limit debate on any item of business before it. That agreement may be formalized by a majority vote of the Council.
- 6-8. The presiding officer shall not entertain any dilatory motions.
- 6-9. No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use other language tending to hold a member of Council or the public up to contempt or ridicule.
- 6-10. If a member is speaking or otherwise transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him or her to order. In such case, he or she shall immediately be silent unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but otherwise shall remain silent.

- 6-11. Any member found in violation of the rules of Council by a majority vote of Council may be censured.

ARTICLE SEVEN

VOTING

- 7-1. A member may cast his/her vote in person or by any electronic means if a member is unable to attend in person. No members of the County Council, or a committee, shall be allowed under any circumstances to vote by proxy at any Council or Committee meeting.
- 7-2. Any member may request a roll call vote at any time.
- 7-3. No member shall vote on any question where his/her private interest in the matter presents a conflict of interest (according to the South Carolina State Ethics Act). Members shall declare their conflict of interest in an issue and refrain from participating in the discussion or the vote on the issue. The meeting minutes shall reflect any conflict of interest declaration.

ARTICLE EIGHT

COUNCIL DECISIONS

- 8-1. The members of Council have the responsibility to establish policy, make Council decisions, and adopt ordinances which in the majority view will be in the best interest of Georgetown County and all its citizens. Council members thus have an obligation to expect differences of opinion and to respect the views of each individual member of Council. At the same time, individual members should recognize that when the Council has made a decision, the issue has been decided whether or not they were in the majority or the minority.

ARTICLE NINE

ORDINANCES AND RESOLUTIONS

- 9-1. **ORDINANCES AND RESOLUTIONS IN GENERAL:** The Council shall take legislative action by Ordinance. Executive action shall be taken by Resolution.
- 9-2. **READINGS:** With the exception of emergency ordinances, all ordinances shall be read at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third reading. A verbatim reading of an ordinance shall not be required unless such reading is requested by a member.
- 9-3. **FIRST READING:** An ordinance may be introduced for first reading by title only at any meeting of Council. No debate or amendment shall be in order unless a

member makes a motion to invoke the pending ordinance doctrine for a zoning ordinance matter. The ordinance may be referred by the Chairperson to an appropriate committee or to the Council as a whole.

- 9-4. **SECOND READING:** Reports on a proposed ordinance shall be presented at the next regular meeting after the first reading. Prior to second reading, a draft of the text of the ordinance shall be delivered to every member. After the proposed ordinance has been read, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. Any member of the Council may require that amendments be in writing. After all amendments and privileged motions, if any, are disposed of, the question shall be, shall the ordinance receive second reading.
- 9-5. **THIRD READING:** After the ordinance has been given second reading, and if a public hearing has been held if required by law or action of Council, it shall be given third reading at a subsequent public meeting and amendments may be offered on third reading the same as on second reading. After all amendments and privileged motions, if any are disposed of, the question shall be passage of the ordinance.
- 9-6. **VOTES REQUIRED FOR PASSAGE:** With the exception of those items requiring a 2/3rd majority or alternate majority type for approval as found in State law, no ordinance or amendment shall be adopted unless at least a majority of the members present shall have voted for its passage on second and third readings. The repeal or amendment of ordinances shall follow the same procedure set forth for adoption.
- 9-7. **EMERGENCY ORDINANCES:** To meet public emergencies, affecting life, health, safety of the property of the people, Council may adopt emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain declaration that an emergency exists and shall describe the emergency. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirement, or public notice. Such ordinances shall expire automatically as of the 61st day of the following enactment.
- 9-8. **CODIFICATION:** All ordinances enacting general law shall be compiled, indexed, codified, and made available online. Further, all ordinances, regardless of type, shall be kept by the Clerk and maintained in a permanent record of all ordinances adopted. Nothing herein prevents any requirement of this section from being satisfied by electronic means.

- 9-9. **EFFECTIVE DATE OF ORDINANCES:** Ordinances shall take effect on the day the ordinance is given third reading unless another date is specified in the ordinance.
- 9-10. **RESOLUTIONS:** A resolution shall require only one reading for its adoption, and may be adopted at either a regular or special meeting by a majority vote of the members present at the meeting.
- 9-11. **STANDARD CODES OR TECHNICAL REGULATIONS:** The Council may adopt any standard code or technical regulation by reference.

ARTICLE TEN **COMMITTEES**

- 10-1. **APPOINTMENTS TO STANDING COMMITTEES:** All members of Council shall be appointed to serve on at least one of the Council standing committees. Standing committee appointments shall be made by the Chairperson no later than the second regular meeting of Council in January following each general election and the Chairperson shall also designate the respective Chairperson of each committee. Members of the standing committees shall serve until the next general election of Council, unless they are removed by their consent or cease to be member of Council. Each standing committee shall consist of not less than three members.
- 10-2. **STANDING COMMITTEES:** Standing committees of the Council shall be as follows:
- 10-2.1 An Administration and Finance Committee which shall consist of not less than three members of the County Council.
 - 10-2.2 A Health, Education, and Leisure Committee which shall consist of not less than three members of the County Council.
 - 10-2.3 A Justice and Safety Committee which shall consist of not less than three members of the County Council.
 - 10-2.4 A Public Works Committee which shall consist of not less than three members of the County Council.
 - 10-2.5 Ad-Hoc Committees: Upon the authorization of Council, their Chairperson may appoint ad-hoc committees composed of Council members, a combination of council members and citizens, or citizen members only to study and advise council on a specific issue. Such committees shall function for a specific time periods and shall be dissolved at the end of the time period or when their business is finished, whichever is the earliest. The time period for

existence of such committees may be extended for a time certain by action of the Council.

- 10-2.6 Committee Meetings and Reports: Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.
- 10-2.7 Recall of Referred Matters: Any matter which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

ARTICLE ELEVEN

PARLIAMENTARY PROCEDURE

- 11-1 **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2 **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3 **STATEMENT ON BEHALF OF COUNCIL:** No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for

Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.

- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.
- 11-6.3 A motion to adjourn. This motion is not debatable but does require a second.
- 11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:
- 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

- 11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.
- 11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.
- 11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.
- 11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

11.8 MOTIONS THAT DO NOT REQUIRE A SECOND: The following motions do not require a second.

- 11.8-1 Inquiries of any kind.
- 11.8-2 Leave to withdraw a motion.
- 11.8-3 Nominations.
- 11.8-4 Point of order.
- 11.8-5 Question of privilege.

ARTICLE TWELVE

DOCUMENTS

- 12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking

to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

- 12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

ARTICLE THIRTEEN

SEAL

- 13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

ARTICLE FOURTEEN

SUSPENSION OF RULES

- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

ARTICLE FIFTEEN

AMENDMENT OF RULES

- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this ____ day of _____, 2021 by a vote of Georgetown County Council.

Chairperson

ATTEST:

Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

H. Thomas Morgan, Jr., Esq.
Interim Georgetown County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL

WHEREAS, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

NOW, THEREFORE, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

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ARTICLE ONE

RULES

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. ~~These rules shall take precedence over other rules of Council.~~ Items not ~~specifically~~ covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd–2nd Edition* (hereinafter “Model Rules”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the Model Rules, will be decided utilizing the latest edition of Robert’s Rules of Order.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

ARTICLE TWO

OFFICERS

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and

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decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

- 2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

- 2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term, or at the pleasure of the Council. Before the Administrator may be removed from the position-office, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal, including and notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

- 2-3.1 **POWERS AND DUTIES:** —The power and duties of the Administrator shall include, but not be limited to, the following:

a. To serve as the Chief Administrative and Executive Officer of the County Government;

a. _____

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- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;
- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- e. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- f. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- g. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall offeraffix a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- h. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- i. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- j. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

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- 2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.
- 2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors officers and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.
- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** ~~—~~ The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer supervise that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2.37 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the

members of Council and may be reflected in the Administrator's employment contract.

- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.

- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council members' votes shall be recorded in the minutes. The recording tapes of all Council meetings shall be permanently maintained by the Clerk for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall retain ~~establish the position of a~~ County Attorney who shall provide general counsel to the County Administrator and Council. ~~and serve at the pleasure of County Council.~~ The County Administrator shall hire and supervise the County Attorney on behalf of County Council.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

ARTICLE THREE

MEETINGS

3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

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3-2. **MEETINGS, REGULAR**

3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.

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3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 o'clock p.m. sevenon Thursday, (7)12 days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator, upon approval of the Chairperson, no later than Friday Tuesday of the week preceding the regular Council meeting. Publication of the agenda shall be on FridayThursday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online the bulletin board of the Courthouse and the County Administrative Office Building and available upon request no later than twenty four (24) hours before the meeting.

3-3. **MEETINGS, SPECIAL**

3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.

3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.

3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is -posted online the bulletin board of the Courthouse and the County Administrative Office Building no later than twenty four (24) hours before the meeting.

3-4. **MEETINGS, EMERGENCY**

3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.

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3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.
~~documentation of the emergency.~~

3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.

3-4.4 Notice to all the Council of an emergency meeting ~~will~~ may be by telephone, email, or other means as soon as practicable by no less than
~~not less than two~~four (24) hours before the meeting.

3-5. MEETINGS, BRIEFINGS, AND WORK SESSIONS

3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.

3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) ~~working~~ days before the meeting. The agenda shall be posted online the bulletin board of the Courthouse and the County Administrative Office Building, no later than twenty four (24) hours before the meeting.

3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

3-6. MEETINGS, PUBLIC HEARING

3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:

~~a.~~ Adopt annual operational and capital improvement budgets;

~~a.~~

~~b.~~ Make appropriations, including supplemental appropriations;

~~b.~~

~~c.~~ Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;

~~c.~~

~~d.~~ Adopt zoning and subdivision regulations;

~~d.~~

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~~e. Levy taxes; and~~

~~e.~~

f. Sell, lease or contract to sell or lease real property owned by the County.

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3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online the bulletin board of the County Courthouse and the County Administrative Building no later than twenty four (24) hours before the hearing.

3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.

3-6.4 Each speaker shall be limited to threefive (35) minutes. unless the Chairperson authorizes one (1) extension of three (3) minutes.

3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.

3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 Proponents and opponents will each~~The public hearing will~~ be limited to a total of thirty (30) minutes for formal presentations. on any agenda item. Notwithstanding the time limitation in Section 3-6.4, the proponents or opponents may opt to devote their entire time allocation to one or more speakers with the total time of all speakers not exceeding thirty (30) minutes. The presiding chairperson shall determine if this approach will be used by either side prior to recognizing the first speaker.
~~3-6.7~~

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3-7. EXECUTIVE SESSION

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3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended, from time to time.

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These purposes are defined in the South Carolina Code of Laws and are generally are limited to:

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a. Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body, or the appointment of a person to a public body.

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a. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal of advice, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.

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b. Discussion regarding the development of security personnel or devices.

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c. Investigative proceedings regarding allegations of criminal misconduct.

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d. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of an industry or other business in the area served.

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3-7.2 To hold an executive session, a motion must be made stating the specific purpose of the executive session or referring to the published agenda wherein the specific purpose is listed, seconded, and adopted to go onto executive session for a permitted purpose.

3-7.3 No vote shall be taken in executive session.

3-8. ELECTRONIC MEETINGS

3-8.1 Upon authorization and vote, and in accordance with the South Carolina Freedom of Information Act (also referred herein as "the Act"), Council and all Georgetown County Boards and Commissions (collectively referred to throughout as "the Governing Body") conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media,

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or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

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(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

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(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

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(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act; provided, however, any digital broadcast of the meeting is not required to be kept as a record by the Governing Body.

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(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

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(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. In lieu of public comment periods, members of the public may submit their written public comments via email to the Clerk to Council – tfloyd@gtcounty.org - which shall be distributed to the members of the Governing Body.

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(h) With respect to public hearings required by the South Carolina Code of Laws, said public hearings shall be conducted electronically as provided herein. All public comments made during such hearing shall be submitted in writing to the Clerk to Council via either:

1) U.S. Mail addressed to:

Clerk to Council

Georgetown County Council

716 Prince Street

Georgetown, South Carolina 29440

2) Email addressed to tfloyd@gtcounty.org

All comments must be received one (1) hour prior to the scheduled hearing. The comments shall be distributed to the members of the Governing Body prior to the public hearing and read into the record at the time of the public hearing. The comments shall be limited to three hundred (300) words or less. In the event more than ten (10) comments are received, the Chairperson is authorized to paraphrase the reading of the comments into the record in order to optimize time efficiency of the public hearing.

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ARTICLE FOUR

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QUORUM

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- 4-1. **QUORUM:** A majority of the seven members of the Council shall constitute a quorum to begin a meeting for the transaction of official business.

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ARTICLE FIVE

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~~PUBLISHED AGENDA~~ORDER OF BUSINESS

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- 5-1 **~~PUBLISHED AGENDA~~ORDER OF BUSINESS:** For all regularly scheduled meetings, the Council shall address itself to an established, published agenda. The Council shall approve the published agenda, including the Consent Agenda and the

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Executive Session agenda. ~~Once the agenda is published, requests to change the agenda will only be granted upon a majority vote of Council.~~

~~Once an agenda for a regular, special, called or rescheduled meeting is posted, no items may be added to the agenda without an additional 24-hour notice to the public. The notice must be made in the same manner as the original posting.~~

~~After a meeting begins, an action item which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.~~

~~After a meeting begins, an action item which is a final action or for which there will be no opportunity for public comment, may be added to the agenda by~~

- ~~▪ a two-thirds vote of the members present and voting, and~~
- ~~▪ a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue).~~

The order of business shall be:

- Invocation
- Pledge of Allegiance
- Public Comment Period
- Approval of the Agenda (including the Consent Agenda and Executive Session Agenda)
- Approval of Minutes
- Consent Agenda
- Public Hearings
- Appointments to Boards and Commissions
- Resolutions
- Third Reading of Ordinances
- Second Reading of Ordinance
- Introduction of Ordinances
- Council Briefing & Committee Reports
- Reports to Council
- Legal Briefing
- Executive Session
- Adjourn

5-1.1 ~~A~~ The public comment period ~~may shall~~ be the first item of business on the agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than ~~threefive~~ (35) minutes. If there are more than ~~tensix~~ speakers, time allotted will be reduced to allow all speakers ~~signed in~~ to present within the 30 minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to

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address Council during the public input period ~~shall~~should sign up with the Clerk of Council before the meeting is called to order by the presiding officer. Preference as to the order of the speakers shall be given to those who have notified the Clerk in advance of the meeting of their desire to speak. When there are several members of the public present to address the same issue, ~~it is recommended that~~ one spokesperson shall be chosen on behalf of the group and the presiding officer has the authority to enforce this provision. A public comment period is not required under the South Carolina Code of Laws, rather it is authorized by Council as a means for the citizenry to speak to their representatives in a public setting. Consequently, No person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of Council, a member of the County staff, or a member of the public up to contempt or ridicule.

5-1.2 Any Council member desiring to place an item on the agenda shall notify the ~~Chairman~~Chairperson. Clerk. The Chairman shall notify the Clerk no later than 12:00 ~~e'clock~~ p.m. ~~on Thursday, 12-7~~ days prior to the regular meeting. This provision shall include the names and applications of appointees to various county boards and commissions.

5-1.3 The consent agenda may consist of items that are more than likely not likely to to be controversial as well as any ordinance proposed for first reading. Any Council member may request that an item be placed on the consent agenda, and any member may request that an item be removed therefrom. Any ordinance may be read in at first reading by title only.

ARTICLE SIX

DECORUM AND DEBATE

- 6-1. When a measure is before the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case.
- 6-2. When two (2) or more members wish to speak, the presiding officer shall decide and recognize such members in turn.
- 6-3. No member of Council shall interrupt another while speaking, except to make a point of order or make a point of personal privilege.
- 6-4. The presiding officer shall not be obligated to recognize any Council member for a second comment on a subject or amendment until every Council member wishing to speak has been allowed a first comment.

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- 6-5. No member shall speak more than five (5) minutes on any subject or amendment. Such member may use his/her time in any combination, in separate speech or comments totaling five (5) minutes. Council members shall also have the right to yield a portion of their time to another member.
- 6-6. Any member wishing to speak more than five (5) minutes on any question or any amendment to the question shall be accorded the privilege without objection or upon motion supported by two-thirds of the Council members present.
- 6-7. The Council may agree to limit debate on any item of business before it. That agreement may be formalized by a majority vote of the Council.
- 6-8. The presiding officer shall not entertain any dilatory motions.
- 6-9. No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use other language tending to hold a member of Council or the public up to contempt or ridicule.
- 6-10. If a member is speaking or otherwise transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him or her to order. In such case, he or she shall immediately be silent unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but otherwise shall remain silent.
- 6-11. Any member found in violation of the rules of Council by a majority vote of Council may be censured.

ARTICLE SEVEN

VOTING

- ~~7-1~~ 7-1. A member ~~may must be present cast his/her vote in person or by any electronic means if a member is unable to attend in person. to cast his/her vote.~~ No members of the County Council, or a committee, shall be allowed under any circumstances to vote by proxy at any Council or Committee meeting.
- ~~7-2~~ 7-2. Any member may request a roll call vote at any time.
- ~~7-3~~ 7-3. No member shall vote on any question where his/her private interest in the matter presents a conflict of interest (according to the South Carolina State

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Ethics Act). Members shall declare their conflict of interest in an issue and refrain from participating in the discussion or the vote on the issue. The meeting minutes shall reflect any conflict of interest declaration.

ARTICLE EIGHT

COUNCIL DECISIONS

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- 8-1. The members of Council have the responsibility to establish policy, make Council decisions, and adopt ordinances which in the majority view will be in the best interest of Georgetown County and all its citizens. Council members thus have an obligation to expect differences of opinion and to respect the views of each individual member of Council. At the same time, individual members should recognize that when the Council has made a decision, the issue has been decided whether or not they were in the majority or the minority.

ARTICLE NINE

ORDINANCES AND RESOLUTIONS

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- 9-1. **ORDINANCES AND RESOLUTIONS IN GENERAL:** The Council shall take legislative action by Ordinance. Executive action shall be taken by Resolution. ~~All Ordinances and/or Resolutions that require funding for the following and/or subsequent years shall contain an impact statement of costs and funding options stated in dollars and millage based upon the current millage value.~~
- 9-2. **READINGS:** With the exception of emergency ordinances, all ordinances shall be read at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third reading. A verbatim reading of an ordinance shall not be required unless such reading is requested by a member.
- 9-3. **FIRST READING:** An ordinance may be introduced for first reading by title only at any meeting of Council. ~~by title only. No vote shall be taken and a~~ No debate or amendment shall be in order unless a member makes a motion to invoke the pending ordinance doctrine for a zoning ordinance matter. The ordinance may be referred by the Chairperson to an appropriate committee or to the Council as a whole.

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- 9-4. **SECOND READING:** Reports on a proposed ordinance shall be presented at the next regular meeting after the first reading. Prior to second reading, a draft of the text of the ordinance shall be delivered to every member. After the proposed ordinance has been read, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. Any member of the Council may require that amendments be in writing. After all amendments and privileged motions, if any, are disposed of, the question shall be, "shall the ordinance receive second reading."
- 9-5. **THIRD READING:** After the ordinance has been given second reading, and if a public hearing has been held if required by law or action of Council, it shall be given third reading ~~at a~~ a subsequent public meeting and amendments may be offered on third reading the same as on second reading. After all amendments and privileged motions, if any are disposed of, the question shall be passage of the ordinance.
- 9-6. **VOTES REQUIRED FOR PASSAGE:** ~~—With the exception of those items requiring a 2/3rd majority or alternate majority type for approval as found in State law, No~~ ordinance or amendment shall be adopted unless at least a majority of the members present shall have voted for its passage on second and third readings. The repeal or amendment of ordinances shall follow the same procedure set forth for adoption.
- 9-7. **EMERGENCY ORDINANCES:** To meet public emergencies, affecting life, health, safety of the property of the people, Council may adopt emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain declaration that an emergency exists and shall describe the emergency. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirement, or public notice. Such ordinances shall expire automatically as of the 61st day of the following enactment.
- 9-8. **CODIFICATION:** All ordinances enacting general law shall be compiled, indexed, codified, ~~published by title and made available online. to public inspection at the office of the Clerk of Council. Further, all ordinances, regardless of type, shall be kept by the~~ the Clerk and shall maintained in a permanent record of all ordinances adopted. Nothing herein prevents any requirement of this section from being satisfied by electronic means. and shall furnish a copy to the Clerk of Court for filing in that office.
- 9-9. **EFFECTIVE DATE OF ORDINANCES:** Ordinances shall take effect on the day the ordinance is given third reading unless another date is specified in the ordinance.

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9-10. **RESOLUTIONS:** A resolution shall require only one reading for its adoption, and may be adopted at either a regular or special meeting by a majority vote of the members present at the meeting.

9-11. **STANDARD CODES OR TECHNICAL REGULATIONS:** The Council may adopt any standard code or technical regulation by reference. ~~Copies of any adopted code to technical regulation shall be made available by the Clerk for distribution or for purchase at a reasonable price.~~

ARTICLE TEN

COMMITTEES

~~10-1~~ **10-1. APPOINTMENTS TO STANDING COMMITTEES:** All members of Council shall be appointed to serve on at least one of the Council standing committees. Standing committee appointments shall be made by the Chairperson no later than the second regular meeting of Council in January following each general election and the Chairperson shall also designate the respective Chairperson of each committee. Members of the standing committees shall serve until the next general election of Council, unless they are removed by their consent or cease to be member of Council. Each standing committee shall consist of not less than three members.

~~10-2~~ **10-2. STANDING COMMITTEES:** Standing committees of the Council shall be as follows:

~~10-2.1~~ **10-2.1** An Administration and Finance Committee which shall ~~consist of not~~

~~10-2.2~~ **10-2.2** consist of not less than three members of the County Council.

~~10-2.3~~ **10-2.2** A Health, Education, and Leisure Committee which shall consist of not less than three members of the County Council.

~~10-2.4~~ **10-2.3** A Justice and Safety Committee which shall consist of not less than three members of the County Council.

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~~10-2.4~~ ~~10-2.4~~ A Public Works Committee which shall consist of not less than three members of the County Council.

~~10-2.5~~ ~~10-2.5~~ ~~ADHOC COMMITTEES~~ Ad-Hoc Committees; Upon the authorization

of Council, their Chairperson may appoint ad-hoc committees composed of Council members, a combination of council members and citizens, or citizen members only to study and advise council on a specific issue. Such committees shall function for a specific time periods and shall be dissolved at the end of the time period or when their business is finished, whichever is the earliest. The time period for existence of such committees may be extended for a time certain by action of the Council.

~~10-2.6~~ ~~10-2.6~~ ~~COMMITTEES MEETINGS AND REPORTS~~ Committee Meetings and Reports:

Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a each regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.

~~10-2.7~~ ~~10-2.7~~ ~~RECALL OF REFERRED MATTERS~~ Recall of Referred Matters; Any matter

which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

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ARTICLE ELEVEN

PARLIAMENTARY PROCEDURE

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- 11-1 **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2 **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3 **STATEMENT ON BEHALF OF COUNCIL:** —No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.
- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members

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of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.

11-6.3 A motion to adjourn. This motion is not debatable but does require a second.

11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:

~~11-7.1~~ 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

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11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.

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11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.

11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.

11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

~~12-8.~~ 11.8 **MOTIONS THAT DO NOT REQUIRE A SECOND:** The following motions do not require a second.

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~~12-8-1~~ 11.8-1 Inquiries of any kind.

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~~12.8-2~~ 11.8-2 Leave to withdraw a motion.

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~~12.8-3~~ 11.8-3 Nominations.

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~~12.8-4~~ 11.8-4 Point of order.

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~~12.8-5~~ 11.8-5 Question of privilege.

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ARTICLE TWELVE

DOCUMENTS

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12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, ~~or~~ printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

ARTICLE THIRTEEN

SEAL

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13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

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ARTICLE FOURTEEN

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SUSPENSION OF RULES

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- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

ARTICLE FIFTEEN

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AMENDMENT OF RULES

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- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this ____ day of _____, 2021 by a vote of Georgetown County Council.

ChairmanChairperson

ATTEST:

Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

H. Thomas Morgan, Jr., Esq.
Interim Georgetown County Attorney

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Item Number: 16.b
Meeting Date: 4/27/2021
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Coroner's Office

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-07 - An Ordinance to Repeal, Replace, and/or Establish Certain Fees Payable to the Georgetown County Coroner's Office, and Set Guidelines for the Same

CURRENT STATUS:

Pending approval.

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

Recommendation to defer action pending finalized information.

ATTORNEY REVIEW:

Item Number: 16.c
Meeting Date: 4/27/2021
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDERCONSIDERATION:

Ordinance 21-16 - An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

CURRENT STATUS:

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW: