

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

January 11, 2022

5:30 PM

GEORGETOWN COUNTY COUNCIL
Council Chambers, 129 Screven Street, Suite 213,
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 - December 14, 2021**
- 6. CONSENT AGENDA**
 - 6.a Procurement #21-064, Janitorial Services for Various Georgetown County Facilities**
 - 6.b Procurement #21-065, Bookmobile**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - 8.a Library Board**
 - 8.b Planning Commission**
- 9. RESOLUTIONS / PROCLAMATIONS**
 - 9.a Resolution No. 22-01 - American Rescue Plan Act of 2021**
 - 9.b Resolution No. 22-02 - A Resolution by Georgetown County Council Authorizing the Conveyance of Property Located within the Andrews Business Park along U.S. Highway 521 previously identified as Surplus Property Pursuant to Terms of a Purchase Sale Agreement.**
- 10. THIRD READING OF ORDINANCES**

- 10.a Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council.**
- 10.b Ordinance No. 21-39 - To amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential.**
- 10.c Ordinance No. 21-40 - To rezone 2 parcels totaling 10.04 acres located at 92 Fire Station Street (TMS 03-0413-018-01-14), and 11397 Pleasant Hill Drive (TMS 03-0413-018-01-10), in Georgetown County from General Commercial (GC) to Forest Agriculture (FA).**

11. SECOND READING OF ORDINANCES

- 11.a Ordinance No. 21-37 - An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and among Georgetown County, South Carolina (The "County"), a Company Identified for the time being as Project Maverick Company A, and a Company Identified for the Time Being as Project Maverick Company B, Each Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the "Companies"), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the "Project"); (2) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Companies and the Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto.**
- 11.b Ordinance No. 21-41 – An Ordinance Authorizing (1) the Execution and Delivery of a Second Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina, 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.**
- 11.c Ordinance No. 21-42 – An Ordinance to Adopt a Redistricting Plan to Redistrict the Seven (7) Single Member Election Districts for the Election of Georgetown County Council Members Based Upon the 2020 Decennial Census on Order to Comply with the Voting Rights Act of 1965 and Section 4-9-90 of the Code of Laws of South Carolina, 1976, as amended.**

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 22-01 - An Ordinance to declare as surplus a parcel totaling approximately 2.01 acres of land located on Schoolhouse Drive in the Town of Hemingway, South Carolina, bearing Georgetown County TMS# 03-0413-044-01-00, and to**

authorize the County Administrator to sell the property in the manner as prescribed in Ordinance No. 20-32, as amended.

- 12.b Ordinance No. 22-02 - An amendment to Article XI Parking and Article XII Buffers of the Zoning Ordinance relating to parking lot landscaping and buffers between land uses
- 12.c Ordinance No. 22-03 - An Ordinance to amend the Plantation Federal Planned Development (a Portion of TMS #04-0155-001-01-11) to add Self-Storage to the List of Uses.
- 12.d Ordinance No. 22-04 – An amendment of the Comprehensive Plan, Future Land Use Map, to designate a parcel of property identified as TMS #03-1006-017-03-00, and located at 8990 N. Frasier Street, Georgetown County, from Low Density Residential to Commercial.
- 12.e Ordinance No. 22-05 - To rezone one parcel (2.31 acres) located at 8990 North Frasier Street in Georgetown, identified as TMS # 03-1006-017-03-00, from General Commercial (GC) and Forest Agriculture/Residential (FA/R) to General Commercial (GC).

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

- 15.a Nonprofit Spotlight -- St. Christopher's Children
- 15.b Presentation FY21 Annual Comprehensive Financial Report
- 15.c Employee of the Quarter Recognition
- 15.d 2021 Volunteer of the Year
- 15.e 2021 Employee Volunteer of the Year
- 15.f 2021 Manager of the Year Award
- 15.g SC Department of Public Safety - Grant Award SR-025-N2200-22
- 15.h Georgetown County Department of Public Services Litter Action Plan

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 1/11/2022
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:
Regular Council Meeting - December 14, 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 - 121421 Minutes	Ordinance

Georgetown County Council held a Regular Council Meeting on Tuesday, December 14, 2021, at 5:30 PM in the County Council Chambers, 129 Screven 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 John D. Watson

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, and determined that there was a quorum present. 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, to include a recommendation to move the following reports forward on the meeting agenda: Item 15a, Holiday Art Contest Winners; Item 15b, nonprofit spotlight, as well as a Proclamation honoring Midway Fire-Rescue Chief Doug Eggiman upon the occasion of his retirement. Councilmember Bob Anderson offered a second. Chairman Morant called for discussion on the motion, and there was none.

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

PUBLIC COMMENTS:

Fred Williams

Mr. Williams stated that he was speaking on behalf of the *West End Citizens Council* regarding the welfare of the citizens residing in that area. He stated that the Howard Center has never been utilized as it was intended, and this trend needs to be reversed. The facility is not serving the children of the West End as was initially intended, and Mr. Williams requested to meet with County Council in order to discuss and resolve the issue.

Janette Graham

Ms. Graham, President of the *Howard Alumni Association*, expounded upon Mr. Williams' comments stating that this endeavor started over ten years ago, and has not yet come to fruition. She questioned why children living on the West End are requested to go to the Beck Gym to use the recreational facilities, and asked why they are always placed "last" and "least".

MINUTES:

Regular Council Meeting - October 26, 2021

Councilmember Raymond Newton moved for approval of the minutes of the October 26, 2021 council meeting. Councilmember Everett Carolina offered a second. No discussion followed the motion.

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

Regular Council Meeting - November 9, 2021

Councilmember Everett Carolina moved for approval of meeting minutes of November 9, 2021. Councilmember Bob Anderson offered a second. Upon a call for discussion on the motion from the Chairman, there was none.

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

CONSENT AGENDA:

Four matters included on the Consent Agenda have been approved by virtue of the agenda approval process:

Procurement #21-040 Rebid, Big Dam Swamp Recycle Center-General Contractor – County Council awarded a Construction Contract to Maverick Construction Services, LLC for the base bid amount, plus option #1, for a total project cost of \$418,964.33.

Procurement #21-049, Roll-Off Truck for Collections – County Council approved issuance of a Purchase Order to Triple T Freightliner in the amount of \$171,089.00, inclusive of sales tax and delivery.

Procurement #21-070, County Fire-EMS Ambulance Remount CERP - County Council approved issuance of a Purchase Order to Fraser of Houston, TX in the amount of \$154,234.00

County Council adopted its Annual Meeting Schedule for 2022.

PUBLIC HEARINGS:

Ordinance No. 21-32

A public hearing was held on Ordinance No. 21-32, an Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the "County"), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the "Company"), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the "Project"); and Other Matters Relating Thereto. No individual came forward to speak for, or against Ordinance No. 21-32, and Chairman Morant ordered the public hearing closed.

Ordinance No. 21-36

County Council held a public hearing on Ordinance No. 21-36, an Ordinance to declare as surplus a tract of property identified as TMS #05-0019-121-00-00, and TMS #05-0019-113-00-00, owned by Georgetown County, and located at 325 Dozier Street in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32. There were no public comments, and the Chairman closed the public hearing.

Ordinance No. 21-38

A public hearing was held on Ordinance No. 21-38, an Ordinance to Amend the FY2021/2022 Operating Budget of Georgetown County. There were no public comments pertaining to Ordinance No. 21-38, and Chairman Morant closed the public hearing.

Ordinance No. 21-39

County Council held a public hearing on Ordinance No 21-39, an ordinance to amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential. No individual came forward to speak for, or against, Ordinance No. 21-39. The Chairman ordered the public hearing closed.

BOARDS AND COMMISSIONS:

Building Code Board of Appeals

Councilmember Lillie Jean Johnson moved for the appointment of Mr. Terry Reed to represent Council District 4 on the Building Code Board of Appeals. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion, and no discussion occurred.

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

RESOLUTIONS:

Proclamation No. 21-34

Councilmember Bob Anderson moved to adopt Proclamation No. 21-34 in honor of Midway Fire-Rescue Chief Doug Eggiman upon the occasion of his retirement following more than three decades of exceptional public safety service. Councilmember Everett Carolina seconded the motion. Upon a call for discussion from Chairman Morant, there was none.

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

A framed proclamation was presented to Chief Eggiman, with gratitude for his 36 years of life saving public service to the citizens of the Waccamaw Neck.

Resolution No. 21-35

A motion was made by Councilmember Bob Anderson, and seconded by Councilmember Raymond Newton, for adoption of Resolution No. 21-53, a Resolution Authorizing (1) The Execution and Delivery of

a Fee-In-Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (The "County") and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or other project sponsors (Collectively, the "Company"), pursuant to which the County shall covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion Of Certain Facilities in the County (The "Project"); and (2) Other Matters Relating Thereto. No discussion followed the motion.

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

ORDINANCES-Third Reading

Ordinance No. 21-32

Councilmember Bob Anderson moved for third reading or Ordinance No. 21-32, an Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the "County"), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the "Company"), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the "Project"); and Other Matters Relating Thereto. Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

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

Ordinance No. 21-36

Councilmember Lillie Jean Johnson moved for third reading approval of Ordinance No. 21-36, an Ordinance to declare as surplus a tract of property, owned by Georgetown County, and located at the intersection of Dozier Street and Highmarkert Street, in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32, Georgetown County Procurement Ordinance. 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 Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Ordinance No. 21-38

A motion was made by Councilmember Steve Goggans, seconded by Councilmember Everett Carolina, for third reading approval of Ordinance No. 21-38, an Ordinance to Amend the FY 2021/2022 Operating Budget of Georgetown County. There was no discussion on the motion.

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

ORDINANCES-Second Reading:

Ordinance No. 21-39

Following a report from Holly Richardson, Planning & Code Enforcement Director, Councilmember Raymond Newton moved for second reading approval of Ordinance No. 21-39, an ordinance to amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential. Councilmember Bob Anderson seconded the motion. Chairman Morant called for discussion, and there was none.

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

Ordinance No. 21-40

Following a report from Holly Richardson, Planning & Code Enforcement Director, and Councilmember Raymond Newton moved for seconded reading approval of Ordinance NO. 21-40, to rezone 2 parcels totaling 10.04 acres located at 92 Fire Station Street (TMS 03-0413-018-01-14), and 11397 Pleasant Hill Drive (TMS 03-0413-018-01-10), in Georgetown County from General Commercial (GC) to Forest Agriculture (FA). Councilmember Bob Anderson offered a second on the motion. No discussion followed the motion.

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

ORDINANCES-First Reading:

Chairman Louis R. Morant read the following ordinances into the record by title only.

Ordinance No. 21-41 – An Ordinance Authorizing (1) the Execution and Delivery of a Second 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.

Ordinance No. 21-42 – An Ordinance to Adopt a Redistricting Plan for Georgetown County, South Carolina

COUNCIL BRIEFING & COMMITTEE REPORTS:

No reports.

BIDS:

No reports.

REPORTS TO COUNCIL:

Recognition – 2021 Holiday Art Contest Winners

(Presentation of this report was moved forward on the meeting agenda)

Chairman Louis Morant and Mr. Austin Beard of Anderson Brothers Bank recognized students who submitted winning art entries in Georgetown County's 2021 Holiday Art Contest. Students received monetary awards for their achievements, as presented by Mr. Beard, courtesy of Anderson Brothers Bank. Additionally, the winning entry, submitted by Makayla Javoroski, a 9th grader at Waccamaw High School, was duplicated as Georgetown County's annual holiday card.

1st PLACE – **Makayla Javoroski** – 9th Grader at Waccamaw High School

2nd PLACE – **Gracy Potwin** – 12th Grader at Waccamaw High School

3rd PLACE – **Ellisyn Byrdic** – 6th Grader at Rosemary Middle School

Honorable Mention – **Kennedi Collins** – 12th Grader at Carvers Bay High School

Following the presentation, Chairman Morant expressed appreciation, on behalf of Georgetown County, to Mr. Beard for the prizes awarded to students which were sponsored by Anderson Brothers Bank

Nonprofit Spotlight – Bibleway Community Learning Center

(This report we presented earlier during the meeting)

In accordance with Georgetown County and the Bunnelle Foundation's partnership to spotlight local nonprofits during each County Council meeting, a presentation was made by Brittany Grayson on behalf of the Bibleway Community Learning Center. Bibleway Community Learning Center is dedicated to providing high quality childcare services to infants and young children through a nurturing and caring environment that honors the unique value of each child as a gift from God.

Accommodations Tax Advisory Committee - Funding Recommendations

Kathy Grace, Chair of the Accommodations Tax Advisory Committee presented funding recommendations on behalf of the Accommodations Tax Advisory Committee. Following the report, discussion ensued, and Ms. Grace responded to questions from members of County Council.

Councilmember John Thomas moved to approve the Accommodations Tax Committee's funding recommendations, as amended to award additional funding as follows:

- (1) Georgetown County Sheriff - \$65,000 *(bringing total award to \$253,758)*
- (2) Midway Fire Rescue - \$1,800 *(bringing total award to \$11,400)*
- (3) Litchfield Beautification Foundation - \$6,000 *(bringing total award to \$27,350)*
- (4) Murrells Inlet 2020, Inc. - \$6,000 *(bringing total award to \$31,200)*
- (5) Pawley Island Highway Beautification Program - \$6,000 *(bringing total award to \$27,000)*

Councilmember Bob Anderson seconded the motion. Upon a call for discussion on the motion from Chairman Morant, there was none.

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

Request for Approval of Broadband Grant Agreement between Georgetown County and Horry Telephone Cooperative

Following a report from County Administrator, Angela Christian, a motion was made by Councilmember Lillie Jean Johnson for approval of a broadband agreement, as proposed, between Georgetown County and Horry Telephone Cooperative. Councilmember Raymond Newton seconded the motion. There was no discussion following the motion.

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

Acceptance of Grant Funding from North Eastern Strategic Alliance (NESA) and MOU with Santee Electric Cooperative, Inc. regarding the same.

Following a report from County Administrator, Angela Christian, and Councilmember Raymond Newton moved to accept grant funding from NESA, in the amount of \$392, 500, and enter into a MOU with Santee Electric Cooperative Inc. regarding the same. Councilmember Bb Anderson offered a second on the motion. No discussion followed the motion.

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

DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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

(SECOND READING) Ordinance No. 21-37 - An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and among Georgetown County, South Carolina (The "County"), a Company Identified for the time being as Project Maverick Company A, and a Company Identified for the Time Being as Project Maverick Company B, Each Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the "Companies"), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the "Project");(2) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Companies and the Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto.

EXECUTIVE SESSION:

Councilmember John Thomas made a motion to move into Executive Session to receive Legal Advice and Discussion Regarding Contractual Matters Relating to the Possible Sale or Lease of County Properties Pursuant to S.C. Code Ann. §30-4-70(a)(2), and a Legal Briefing Regarding Litigation Involving Georgetown

County pursuant to S.C. Code Ann. § 30-4-70(a)(2). Councilmember Lillie Jean Johnson seconded the motion.

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

County Council moved into executive Session at 6:32 PM.

OPEN SESSION:

Following Executive Session, Councilmember Raymond Newton made a motion to return to Open Session at 7:48 PM. Councilmember Bob Anderson seconded the motion. No discussion followed the motion.

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

Chairman Louis Morant noted that during Executive Session, County Council was briefed on two legal matters as previously disclosed. No votes were taken by County Council during Executive Session.

Being no further business to come before County Council, Councilmember Steve Goggans made a motion to adjourn the meeting at 7:49 PM, seconded by Councilmember Everett Carolina.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 1/11/2022
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-064, Janitorial Services for Various Georgetown County Facilities

CURRENT STATUS:

The County currently contracts Janitorial Services for three tenant facilities: Department of Social Services (DSS); Georgetown Health Department (DHEC); and the Choppee Medical Complex. All facility contracts are at term and thus must be rebid.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and posted on the SC Business Opportunities (SCBO) On-Line Publication, and County websites, and directly sent to all known offerors.

There were two (2) bids received:

- 1) A-Z Janitorial of Andrews, SC @ \$2,709 monthly for all 3 departments;
- 2) Burrows 5 Star Cleaning, LLC of Myrtle Beach, SC @ \$4,968 monthly for all 3 departments.

FINANCIAL IMPACT:

Based on an estimated 20 days of service per month, the total cost for the three areas is an estimated \$2,709/month or \$32,508/year for all three facilities. The cost to the County over an anticipated 5 year contract would be estimated at \$162,540.00. Additional optional services for carpet cleaning, floor stripping & waxing, and emergency work are also included as part of this agreement and will be approved as need and funding allow. Funding is budgeted in the following GL Accounts: GL# 068.715-50407, Choppee Regional Res Ctr. Expense Clearing-Other Maintenance Contracts up to \$14,000, GL# 010.403-50445, General Fund. SC Health Department-Janitorial Services up to \$12,000, and GL# 010.401-50445, General Fund. SC Dept. of Social Services-Janitorial Services up to \$13,000.

OPTIONS:

- 1) Approve recommended award to the lowest bidder, A-Z Janitorial Services, Inc. at the rates quoted.
- 2) Deny the award.

STAFF RECOMMENDATIONS:

DSS, Georgetown Health Department (DHEC), and Choppee Medical Complex which is managed by Parks and Recreation, all recommend award to the lowest bidder, A-Z Janitorial Services at the rates quoted. This is the current vendor for all three (3) departments and staff have been happy with the current services.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Recommendation from Sadie Gibson, Department of Social Services	Cover Memo
▢ Recommendation from Carl Dozier, Business Management Coordinator (DHEC) for Georgetown Health Dept.	Cover Memo
▢ Recommendation from Beth Goodale, Director of Parks & Recreation for Choppee Medical Complex	Cover Memo

HENRY MCMASTER, GOVERNOR
MICHAEL LEACH, STATE DIRECTOR



Memorandum

To: Purchasing

From: Sadie Gibson, Business Manager 

Date: 12/16/2021

Re: Letter of Recommendation – Bid #21-064 Janitorial Services

After careful consideration and review of all offers for Bid #21-064 Janitorial Services, it is the recommendation of the office to award the contract to A-Z Janitorial Services.

Fw: [EXTERNAL]- Re: Needed Recommendation

Nancy Silver <nsilver@gtcounty.org>

Thu 12/30/2021 2:41 PM

To: Nancy Silver <nsilver@gtcounty.org>

From: Dozier, Carlton E. <dozierce@dhec.sc.gov>

Sent: Wednesday, December 15, 2021 3:07 PM

To: Pamela Bassetti <pbassetti@gtcounty.org>

Subject: [EXTERNAL]- Re: Needed Recommendation

[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.

We are ok with the low bidder.

Carl Dozier

Business Management Coordinator

Email: dozierce@dhec.sc.gov

Pee Dee Health Region

South Carolina Department of Health and Environmental Control

Chesterfield County Health Department

203 N Page Street

Chesterfield, SC 29709

Phone (843)623-5072 Mobile (843)333-9762



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From: Pamela Bassetti <pbassetti@gtcounty.org>

Sent: Wednesday, December 15, 2021 12:42 PM

To: Gibson, Sadie D <Sadie.Gibson@dss.sc.gov>; Dozier, Carlton E. <dozierce@dhec.sc.gov>; Rhonda K. Stone <rstone@gtcounty.org>; Beth Goodale <bgoodale@gtcounty.org>

Subject: Needed Recommendation

*** Caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. ***

Please see the attached bid. A-Z is the lowest bidder. I will need a recommendation letter from each of you to send to Council. I have attached an example for your reference

Thank you

Pamela Bassetti, Senior Buyer

Georgetown County
129 Screven Street
Georgetown, SC 29440
843-545-3082
pbassetti@gtcounty.org



**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: NANCY SILVER
FROM: BETH GOODALE *B. GOODALE*
SUBJECT: BID 21-064 JANITORIAL SERVICES

DATE: 12/16/21

Upon staff review of all offers for Bid #21-054 – Janitorial Services, we recommendation award a contract to the lowest bid offeror A-Z Janitorial Services of Andrews, SC

Item Number: 6.b
Meeting Date: 1/11/2022
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-065, Bookmobile

CURRENT STATUS:

The Georgetown County Library has received a grant for funding of a new Library Bookmobile. The new unit will replace the 2012 VIN# 1FDXE4FS2CDB30046, existing Bookmobile for the Library.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and posted on the SC Business Opportunities Publication (SCBO) and County websites and sent to all known offerors. There were three (3) bids recorded at the Public Bid Opening:

- 1) Farber Specialty Vehicles of Reynoldsburg, OH at \$260,608.00;
- 2) Techops Specialty Vehicles, of Stevensville, MD at \$279,375.10; and
- 3) Mathews Specialty Vehicles of Greensboro, NC at \$225,571.00.

FINANCIAL IMPACT:

This purchase will be fully funded by a Community Development Block Grant (CDBG) in GL Account Number 99458.501-50713, CDBG-CVI-FY2022. Library Departmental-Autos & Trucks with funds approved up to \$226,088.00 for this purchase.

OPTIONS:

- 1) Award to Mathews Specialty Vehicles of Greensboro, NC at a total of \$225,571.00;
- 2) Decline the award.

STAFF RECOMMENDATIONS:

Three (3) bids were received in the public bid opening for the Bookmobile that was held on December 1, 2021. All bids were found to be responsive. Mathews Specialty Vehicles submitted the lowest responsive and responsible bid in the amount of \$225,571.00. They have also provided satisfactory bookmobiles in the past for the Library. Based on the aforementioned, staff recommends award to the low bidder, Mathews Specialty Vehicles of Greensboro, NC for the amount bid.

ATTORNEY REVIEW:

No

ATTACHMENTS:

	Description	Type
▢	Recommendation by Mr. Dwight McInvaill, Library Director	Cover Memo



Memorandum

To: Nancy Silver, Purchasing Manager
From: Dwight McInvaill, Library Director *Dwight McInvaill*
Date: December 3, 2021

RE: Recommendation for Bid #21-065: Bookmobile

It is my recommendation that Matthews Specialty Vehicles be awarded Bid #21-065 to supply the Georgetown County Library with a new bookmobile.

While all three offerors met the requirements, Matthews Specialty Vehicles was substantially the low bidder.

In addition, Matthews Specialty Vehicles has a good track record, having supplied us with our last two bookmobiles which were quality vehicles.

The cost will be \$225,571. A recently-received Community Development Block Grant of \$200,000 will pay for the bulk of the purchase price, with the balance coming from additional county funding.

Item Number: 8.a
Meeting Date: 1/11/2022
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Library Board

CURRENT STATUS:

Pending appointment

POINTS TO CONSIDER:

Councilor John Thomas has recommended the nomination of Ms. Harriet Enzor to continue her service on the Georgetown County Library Board representing Council District 1.

If reappointed, Ms. Enzor will serve a term that will end on March 15, 2025.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify the re-appointment of Ms. Harriet Enzor to the Georgetown County Library Board.
2. Do not ratify the recommended appointment to the Library Board.

STAFF RECOMMENDATIONS:

Ratify Councilor John Thomas' recommendation to re-appoint Ms. Harriet Enzor to the Library Board representing (Council District 1)

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
Library Board Application H Enzor	Backup Material



QUESTIONNAIRE FOR
BOARD / COMMISSION
PLEASE PRINT

[For all yes/no questions please circle appropriate answer]

Name of Board / Commission to which you wish to be appointed / reappointed:

☐ Airport Commission
☐ Alcohol & Drug Abuse Commission
☐ Assessment Appeals Board
☐ ATAX Commission
☐ Building Codes Board of Appeals

☐ Coastal Carolina University Advisory Board
☐ Economic Development Alliance Board
☐ Fire District 1 Board
☐ Historical Commission
☒ Library Board

☐ Midway Fire-Rescue Board
☐ Parks & Recreation Commission
☐ Planning Commission
☐ Sheriff Advisory Board
☐ Tourism Management Commission
☐ Zoning Appeals Board

Name: Harriet Elvington Enzor
[First] [Middle/Maiden] [Last]
Home Address: 3612 Jordan Landing Rd. M.I., S.C 29576

Home Phone: _____ Work Phone: _____ Cell Phone: 843 907-0393

Email Address: harrietenzor@aol.com

Permanent resident of Georgetown County? ☒ YES ☐ NO

Registered Voter in Georgetown County? ☒ YES ☐ NO

Occupation: Pharmacist Present Employer: Medicine Shoppe Bth ^{as} Floater

Employer Address: 1601 N. Fraser St. Bth, S.C 29440
(If retired, most recent employer)

Please indicate which best describes the level of education you last completed:

☐ Some High School ☐ High School Graduate/GED ☐ Some College ☒ College Graduate

Professional Degree [please specify] B.S. in Pharmacy USC Columbia, S.C.

Do you serve on any other state, county, city, or community boards/commissions, or hold an elected office? Yes ☒ No

[If yes, please list]: _____

Do you have any interest in any business that has, is, or will do business with the County of Georgetown? Yes ☒ No

[If yes, please list]: _____

Do you have a potential conflict of interest or reason to routinely abstain from voting on this board /commission? Yes ☒ No

[If yes, please list]: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:

Prior business owner, mature non-controversial team problem solver, desire to help Georgetown County

I hereby agree to attend the stated and called meetings of this entity to which I may be appointed and further agree that should I miss three (3) consecutive meetings or, half the meetings within a six-month period, I will resign my appointment.

Harriet E. Enzor
Applicant Signature

11/10/2017
Date

NOTE: Applications for service on Georgetown County Boards and Commissions remain on file for 2 years. If you have not been appointed to serve on a board/commission within that timeframe you may re-submit your application. Please note that information provided in this application may be subject to SC Freedom of Information disclosure.

[Please return completed form to Theresa Floyd, Clerk to Council, 716 Prince Street, Georgetown, SC 29440]

Fax 843 545-3127

Item Number: 8.b
Meeting Date: 1/11/2022
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Planning Commission

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Councilor John Thomas has recommended the re-appointment of Ms. Sandra Bundy to continue her service on the Georgetown County Planning Commission (representing Council District 1). If reappointed, Ms. Bundy will fill a term of service that will end on March 15, 2025.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify the re-appointment of Ms. Sandra Bundy to serve on the Planning Commission.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Recommendation to ratify the re-appointment of Sandra Bundy to continue serving on the Planning Commission (representing Council District 1).

ATTORNEY REVIEW:

Item Number: 9.a
Meeting Date: 1/11/2022
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDERCONSIDERATION:

Resolution No. 22-01 - American Rescue Plan Act of 2021

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021. The \$1.9 trillion package, based on President Biden's American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts.

Georgetown County is aware of fund requirements and has recognized areas of need in providing public services to the citizens of Georgetown County in compliance with the guidelines as set forth the American Rescue Act.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Resolution No. 22-01
2. Do not adopt Resolution No.22-01

STAFF RECOMMENDATIONS:

Adoption of Resolution No. 22-01.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
□ Resolution No 22-01 American Rescue Acts	Resolution Letter

RESOLUTION NO. 22-01

COUNTY OF GEORGETOWN)
)
STATE OF SOUTH CAROLINA)

AMERICAN RESCUE ACT FUNDS

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021. The \$1.9 trillion package, based on President Biden’s American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts; and

WHEREAS, as part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion is provided in direct aid to counties. The American Rescue Plan Act also allocates hundreds of billions of dollars for public health and vaccines, assistance for vulnerable populations, education and housing stabilization, economic recovery assistance and direct assistance for families and individuals; and

WHEREAS, The American Rescue Plan allows expenditures for the following allowable uses:

1. Response to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses and nonprofits; or aid to impacted industries such as tourism, travel and hospitality
2. For the provision of government services to the extent of the reduction in revenue (i.e. online, property or income tax) due to the public health emergency;
3. To make necessary investments in water, sewer or broadband infrastructure; or
4. To include premium pay for eligible workers performing essential work (as determined by each state or tribal government) during the pandemic.

WHEREAS, Georgetown County has received \$6 million of its \$12 million allocation; and

WHEREAS, Georgetown County is aware of fund requirements and has recognized areas of need that comply with guidelines as set forth the American Rescue Act; and

WHEREAS, outlined below is the third request for the allocation of monies:

Amount	Project	Notes
\$99,579	Emergency Sick Leave Reimbursement	Various Funds

WHEREAS, Georgetown County hereby authorizes the County Administrator of Georgetown County to make application on behalf of Georgetown County for federal funds in association with provisions as outlined in the American Rescue Act.

BE IT RESOLVED, in a meeting duly assembled, this 11th Day of January, 2022.

Louis R. Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

Item Number: 9.b
Meeting Date: 1/11/2022
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Resolution No. 22-02 - A Resolution by Georgetown County Council Authorizing the Conveyance of Property Located within the Andrews Business Park along U.S. Highway 521 previously identified as Surplus Property Pursuant to Terms of a Purchase Sale Agreement.

CURRENT STATUS:

Pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Georgetown County, acting by and through Georgetown County Council, is authorized to enter into contracts and to convey interests in real property.

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to U.S. Highway 521 near the Town of Andrews, with said site totaling approximately 550 acres contained paved roads and infrastructure, designated as TMS: 02-0416-035-06-00.

The property, known as the Andrews Business Park, is used for business and industrial economic development. County Council, pursuant to Ordinance No. 21-02, has declared the Property as surplus property to be sold for the benefit of Georgetown County; and any parcel located within the Property may be sold pursuant to the terms of an applicable purchase agreement to be presented to County Council for its approval prior to the execution of said agreement.

An economic development prospect known as "Project Wings" wishes to purchase a portion of the Property, specifically a parcel and improvements located upon approximately 9.46 acres commonly known as 259 Technology Drive, Georgetown South Carolina, designated TMS: 02-0416-035-06-02 for economic and industrial development.

FINANCIAL IMPACT:

OPTIONS:

(1) Adopt Resolution No. 22-02 authorizing conveyance of property within the Andrews Business Park to "Project Wings" and authorize the Administrator to execute all documents necessary to effectuate the sale and closing of the sale of the property pursuant to the terms of the Agreement, including any extensions or post-sale agreements necessary to effectuate the intent of the Agreement.

(2) Decline adoption of Resolution No. 22-02.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Resolution No. 22-02 authorizing conveyance of property within the Andrews Business Park to "Project Wings" and authorize the Administrator to execute all documents necessary to effectuate the sale and closing of the sale of the property pursuant to the terms of the Agreement, including any extensions or post-sale agreements necessary to effectuate the intent of the Agreement.

ATTORNEY REVIEW:**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Resolution No. 22-02 Property Sale	Resolution Letter
<input type="checkbox"/>	First Amendment Wingits	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

RESOLUTION # 22-02

A RESOLUTION BY GEORGETOWN COUNTY COUNCIL AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED WITHIN THE ANDREWS BUSINESS PARK ALONG U.S. HIGHWAY 521 PREVIOUSLY IDENTIFIED AS SURPLUS PROPERTY PURSUANT TO THE TERMS OF A PURCHASE SALE AGREEMENT AS AMMENDED AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Georgetown County (“**County**”), acting by and through Georgetown County Council (“**County Council**”), is authorized to enter into contracts and to convey interests in real property; and

WHEREAS, County Council owns certain real estate adjacent to U.S. Highway 521 near the Town of Andrews, with said site totaling approximately 550 acres contained paved roads and infrastructure, designated as TMS: 02-0416-035-06-00 (“**the Property**”); and

WHEREAS, the Property is known as the Andrews Business Park and is use for business and industrial economic development; and

WHEREAS, County Council, pursuant to Ordinance No. 21-02, has declared the Property as surplus property to be sold for the benefit of Georgetown County; and

WHEREAS, any parcel located within the Property may be sold pursuant to the terms of an applicable purchase agreement to be presented to County Council for its approval prior to the execution of said agreement; and

WHEREAS, previous Resolution 2021-24, approved and authorized the sale of a certain parcel and improvements thereon located upon approximately 9.46 acres commonly known as 259 Technology Drive, Georgetown South Carolina, designated TMS: 02-0416-035-06-02 (“**the Purchase Property**”) under an economic incentives and development package known as Project Wings;

WHEREAS, amendments have been made to the Purchase and Sale Agreement previously negotiated, as shown on the “First Amendment to Purchase and Sale Agreement” (“**Amendment**”) which is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by Georgetown County Council, in meeting duly assembled, that

- (1) The Georgetown County Council hereby approves of the terms of the First Amendment to Purchase and Sale Agreement and agrees to convey the Purchase

Property to the Purchaser, WREH, LLC, under the original Purchase and Sale Agreement, and as amended in the Amendment as shown in the attached Exhibit A.

- (2) The Georgetown County Council further hereby authorizes the County Administrator to execute all documents necessary to effectuate the sale and closing of the sale of the Purchase Property pursuant to the terms of the Agreement and Amendment to Purchaser, including any extensions thereto or post-sale agreements necessary to effectuate the intent of the Agreement and Amendment.
- (3) The Georgetown County Council expressly conveys the parcel subject to the terms of the Agreement to Purchaser and Amendment "As-Is".

Adopted by Georgetown County, South Carolina at a duly noticed meeting of Georgetown County Council this 11th day of January, 2022.

GEORGETOWN COUNTY, SOUTH CAROLINA

_____(Seal)
Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Resolution, No. 22-02, has been reviewed by me and is approved as to form and legality.

John D. Watson, III
Georgetown County Attorney

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "First Amendment") is entered into effective as of this ____ day of December, 2021 by and between GEORGETOWN COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina ("Seller"), and PROJECT WINGS, a ____ limited liability company ("Purchaser").

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated as of August 31, 2021 (the "Agreement"); and

WHEREAS, Purchaser and Seller have agreed to amend the Agreement to extend the Closing Date (as defined in Section 6 of the Agreement).

NOW THEREFORE, for and in consideration of the sum of Ten Dollars paid by Purchaser to Seller and other good and valuable consideration, the receipt and legal sufficiency of which are hereby respectively acknowledged, Seller and Purchaser agree to amend the Agreement as follows:

1. Section 2. Is hereby amended and restated as follows:

2. Purchase Price; Payment of Purchase Price. The purchase price for the Property (the "Purchase Price") shall be One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) The Purchase Price for the Property shall be paid by Purchaser to Seller as follows: in full at time of closing by wire transfer of good U.S. federal funds.

2. Section 6 is hereby amended and restated as follows:

"6. Closing. "Subject to the provisions of Paragraph 7 below and the satisfaction or waiver of all other conditions precedent contained in this Agreement, the closing (the "Closing") of the sale and purchase of the Property pursuant to the provisions of this Agreement shall occur no later than January 31, 2022; provided such may be extended for a reasonable time with the consent of the Seller, which consent shall not be unreasonably withheld, if Purchaser's lender encounters delays in funding the loan to purchase the Property, through no fault of the Purchaser. The Closing shall occur at a time and place as shall be mutually acceptable to both parties in the County of Georgetown, South Carolina, and/or by electronic and mail delivery of closing documents. (the "Closing Date").

3. Section 7 is hereby amended and restated as follows: 7.
Conditions to Closing. The following are conditions to Closing:

(a) Seller Conditions to Closing.

(i) In no event shall Purchaser be entitled to close later than February 28, 2022. Seller may, in its sole discretion, extend the deadline for closing beyond February 28, 2022.

(ii) Approval by Georgetown County Council of the Amended Purchase and Sale Agreement, as amended herein.

(iii) That by executing this Amendment to the Purchase and Sale Agreement Purchaser represents and warrants to Seller that Purchaser has completed all due diligence, including, but not limited to, Title and Survey exams, feasibility studies, acquiring as-needed financing, and other such inquiries necessary to close, and Purchaser is ready, willing and able to close on the Property.

In the event any of the Seller conditions are not met, Seller may terminate the Agreement and retain all Earnest Money paid by Purchaser under Section 3 of the Agreement.

(b) Purchaser Conditions to Closing.

(i) Approval by Georgetown County Council of the Amended Purchase and Sale Agreement, as amended herein.

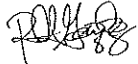
In the event any of Purchaser Conditions are not met, Purchaser may terminate this Agreement and the Earnest Money shall be returned to Purchaser.

Except as amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, Seller and Purchaser each have signed this Second Amendment in their respective corporate names, by their duly authorized officers, on the dates set forth below.

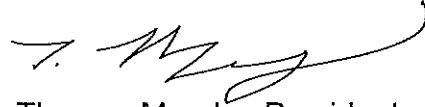
WITNESS:



Jan 3, 2022

PURCHASER:

PROJECT WINGS



By: Thomas Murphy, President

Date: 1/03/22

SELLER:

GEORGETOWN COUNTY, SOUTH
CAROLINA

By: _____

Date: _____

Item Number: 10.a
Meeting Date: 1/11/2022
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

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:

Adoption of Ordinance No. 20-59.

NOTE: Ordinance No. 20-59 has been amended subsequent to previous review of Council. A *motion to amend* will be required to incorporate proposed amendments at third reading.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 20-59 Rules of Procedure (1/11/22)	Ordinance

ORDINANCE NO. 20-59

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**

ARTICLE ONE

- 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*, as amended, (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.

OFFICERS

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall elect one of its members to serve as Chairperson for a two year term. The Chairperson shall, in consult with the County Administrator and Clerk of Council, set the agenda for all meetings of the Council, preside over 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 elect 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 campaigning 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 Chairperson and 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 requests shall be communicated to the Clerk of Council to be placed on the agenda. The final agenda for the next upcoming

meeting of Council shall be 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 will be 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 may be by telephone, email, or other means as soon as practicable and no less than two (2) hours before the meeting.

3-5. **MEETINGS, BRIEFINGS, AND WORK SESSIONS**

- 3-5.1 Briefing Meetings or Work Sessions may be scheduled at a regular Council meeting, or may be called by the Chairperson as needed.
- 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.

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 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 purpose of the executive session or referring to the published agenda wherein the purpose is listed. The motion must be seconded and passed by majority vote. The Council may then go into executive session.

3-7.3 No vote shall be taken in executive session.

3-8. ELECTRONIC MEETINGS

3-8.1 In the event of *Force Majeure* or other extraordinary circumstances which prevent conducting County Council meetings in person, then the County Council may authorize and direct, through the Chairperson, the County Administrator to facilitate and conduct County Council meetings

electronically and/or remotely, as needs may be. 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") may 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 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 Clerk of Council

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. 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, present, 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 proceed with business according to an established, published agenda which shall be set prior to the meeting by the Chairperson and County Administrator as more fully set-forth elsewhere herein. 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 no item may be added to the agenda, whether for action or otherwise, except upon 1) a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue), and 2) a two-thirds affirmative vote of the members present and voting to add the item to the agenda.

- 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 shall have 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 that generally is deemed offensive, make or charge deliberate misrepresentations or accusations, 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 also apply to

the submission of names and applications of appointees to various county boards and commissions.

- 5-1.3 The consent agenda may consist only of items that are reasonably deemed in advance of the meeting 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 in accordance with sections 3-2.2 and 5-1.2 above, and at any time prior to the approval of the Agenda any member may request that an item be removed from the Consent Agenda, in which case such item will be added to Agenda item 15 Report to Council in the next sequenced order. A request by a member to remove an item from the consent agenda may be made prior to or at the meeting where a consent item is presented for approval. 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, in the event that a member is unable to attend in person by any electronic means so long as such electronic means may be clearly heard by the other members and Clerk of Council. No members of the County Council, or of 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. The demand for a roll call vote is in order before or immediately after the voice vote has been taken, even though the Chair may have announced the results of the voice vote. The counting of votes and the number of votes required for passage is set forth in 9-6 herein.
- 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.

- 8-2. County Council is a policy-making, legislative body. It provides a vision for the county and provides guidelines to the county administration regarding how the county is to be run. County council members have authority only when acting together, speaking with one voice, and have no individual authority over county operations.

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 at First Reading. However, in cases where a matter of a county zoning or development standard or ordinance is before the Council, and public notice has been given, a member may move, following First Reading, to invoke the Pending Ordinance Doctrine, as set forth in Sherman vs. Reavis, 273 S.C. 542 (1979), and to suspend any action on any application or other request, whether currently pending or otherwise, pursuant to an existing plan, scheme, or ordinance which may be affected by a pending ordinance.
- 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 being given a Second Reading, and a public hearing has been held as may be required by law or action of Council, a proposed ordinance

shall be given a Third Reading at a subsequent public meeting. Amendments may be offered on Third Reading in the same manner as on a Second Reading. After all amendments and privileged motions, if any, are disposed of, the question shall be brought by motion for passage of the ordinance.

- 9-6. **VOTES REQUIRED FOR PASSAGE:** Any ordinance, resolution, or motion, unless otherwise required by these Rules, or by state or federal statute, passes if it receives a simple majority of the votes cast by all members present and voting. An abstention shall not be counted, neither in favor of nor against the motion, among the number of votes cast. 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 shall operate to prevent any requirement of this section from being satisfied by electronic means and record keeping.
- 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.

10-3 **ADHOC COMMITTEES:** Upon the authorization of Council, the 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.

10-4 **COMMITTEES 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.

- 10-5 **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 entered into the minutes an abstract of the member's statement on any subject under consideration by the Council.
- 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 and before the Council addresses new business for the next regular meeting. Such motion must be made by a Council member voting on the prevailing side as determined by the previous majority vote of the action being moved for reconsideration, but may be seconded by any other Council member, and may be made at any time. A motion to reconsider action taken by Council shall only be for reconsideration of the previous vote and shall not be deemed to require or restart the process of Readings nor public comment.

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 Motion to Lay on the Table. A motion to lay on the table removes the matter from consideration until the Council votes again to consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the next 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 Motion to Call the Question. A motion to call the question operates to end debate and move the Council to immediately proceed to a vote on the question. It is not debatable but does require a second.

11-7.3 Motion to Adjourn Debate to a Subsequent Meeting. A motion to adjourn debate to a subsequent meeting postpones the subject to the time specified in the motion, and until such time as specified in the motion, it cannot be taken up except by majority vote of the Council. This motion is debatable and does require a second.

11-7.4 Motion to Commit or Recommit. A motion to commit or recommit operates to refer the subject to a committee for further, review, study and advice. In such cases, the matter may be referred by the

Chairperson to a committee or to the Council as a whole. It is debatable and requires a second.

- 11-7.5 Motion to Amend. A motion to amend moves the Council to amend the proposed question or ordinance from its current form before the Council. 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.
- 11.8.6 Motion to Adjourn (Requires Majority Vote to Pass)

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 omission of the seal of Georgetown County or the Georgetown County Council upon execution or attestation of any document shall not render the document nor action taken thereunder invalid so long as the authorization and intent of the County or Council to execute or attest to such instrument may be established by affirmation of the County Administrator, Chairperson of the Council, or other reliable means.

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 rules 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 _____, 2022 by a vote of Georgetown County Council.

Chairperson

ATTEST:

Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

John D. Watson, III
Georgetown County Attorney

Item Number: 10.b
Meeting Date: 1/11/2022
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-39 - To amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential.

To amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential.

A request to re-designate two parcels totaling 10.04 acres located at 92 Fire Station Street and 11397 Pleasant Hill Drive.

CURRENT STATUS:

The parcels are currently designated as commercial.

POINTS TO CONSIDER:

On October 21, 2021, the Planning Commission voted 7-0 to recommend rezoning these two parcels from General Commercial (GC) to Forest Agriculture (FA). The commission also voted 7-0 to recommend reclassifying these two parcels on the Future Land Use Map to Low Density Residential to facilitate this request.

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance 21-39 FLU	Ordinance

- ▣ FLU Map
- ▣ Resolution

Backup Material
Resolution Letter

STATE OF SOUTH CAROLINA)
)
GEORGETOWN COUNTY)

ORDINANCE NO: 21-39

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING TMS NUMBERS 03-0413-018-01-14 and 03-0413-018-01-10 LOCATED AT 92 FIRE STATION STREET AND 11397 PLEASANT HILL DRIVE IN GEORGETOWN FROM COMMERCIAL TO LOW DENSITY RESIDENTIAL.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED:

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of tax map parcels 03-0413-018-01-14 and 03-0413-018-01-10 located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown from commercial to low density residential, as reflected on the attached map.

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. 21-39, has been reviewed by me and is hereby approved as to form and legality.

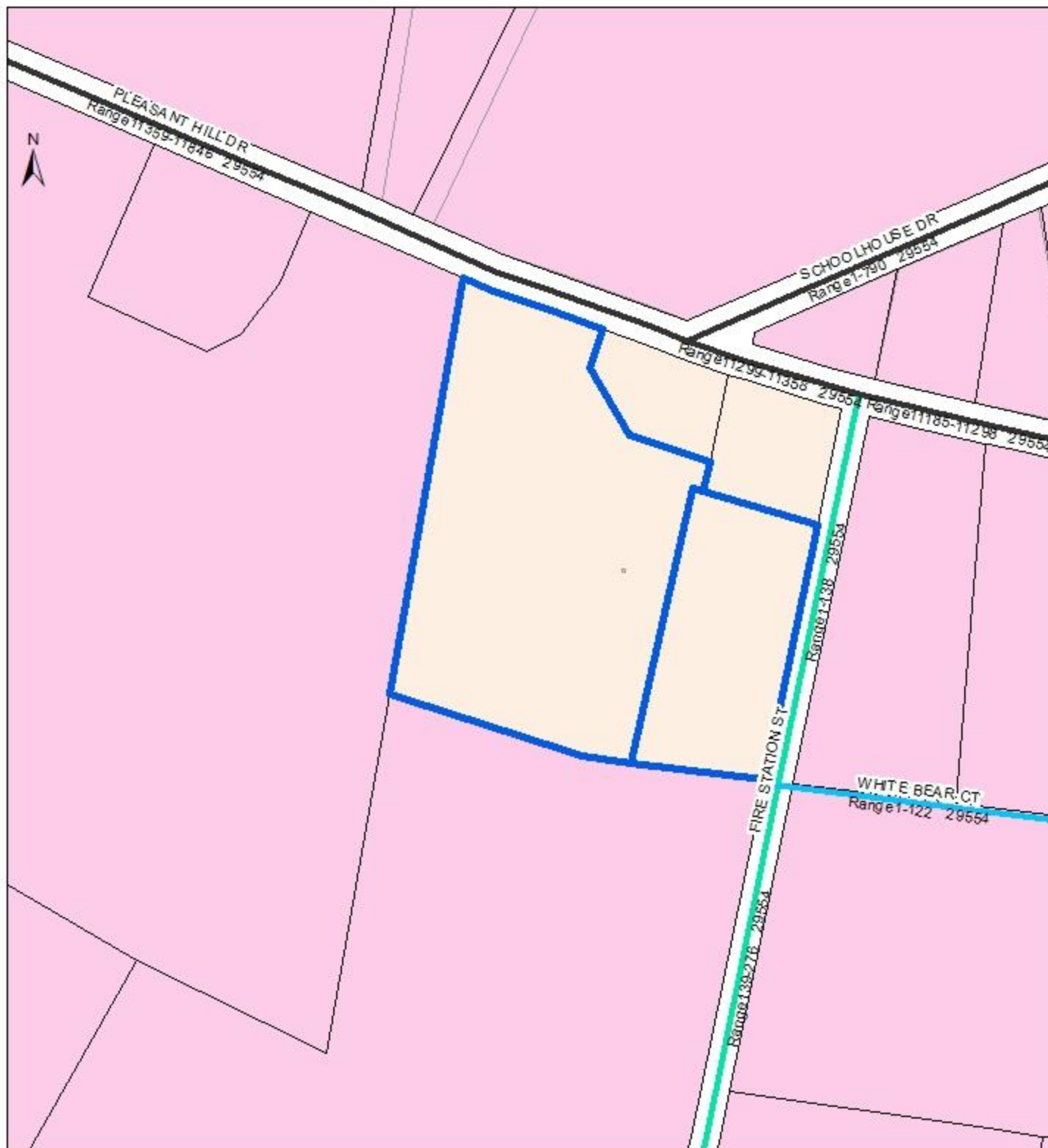
John D. Watson
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Zachary P. Smith
Property FLU
REZ 9-21-28937



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Future Landuse

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 80 160 320 480 640 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.

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Zachary P. Smith filed a request to rezone two parcels located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown from General Commercial (GC) to Forest Agriculture (FA); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area as Commercial;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 03-0413-018-01-14 and 03-0413-018-01-10 as low density residential.

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 10.c
Meeting Date: 1/11/2022
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-40 - To rezone 2 parcels totaling 10.04 acres located at 92 Fire Station Street (TMS 03-0413-018-01-14), and 11397 Pleasant Hill Drive (TMS 03-0413-018-01-10), in Georgetown County from General Commercial (GC) to Forest Agriculture (FA).

A request from Zachary P. Smith to rezone 2 parcels totaling 10.04 acres from General Commercial (GC) to Forest Agriculture (FA). The two parcels are located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown. Case # REZ 9-21-28937.

CURRENT STATUS:

The larger parcel (7.34 acres) located at 11397 Pleasant Hill Drive is vacant. The smaller adjacent parcel (2.7 acres) located at 92 Fire Station Street has a residential structure.

POINTS TO CONSIDER:

1. The owner proposes to downzone the property from GC to FA in order to utilize the property for farm services. The two parcels meet the minimum lot area requirement for the FA zoning district which is one acre.
2. Surrounding tracts to the north are zoned General Commercial. Tracts to the east, west and south are Forest Agriculture. Surrounding uses are residential and commercial. A Georgetown County fire substation is located adjacent to both tracts at the intersection of Fire Station Street and Pleasant Hill Drive. In addition, Georgetown County Farm Bureau is located north of both properties along Pleasant Hill Drive.
3. Buffers are not required against existing commercial and proposed residential. Other surrounding residential tracts are vacant; therefore, a buffer will not be required adjacent to these parcels.
4. The FLU map designates these two properties along with the two properties to the north as commercial. Properties to the west, east and south as designated as low density residential. Forest Agriculture fits under the low-density designation; therefore, a change to the FLU map will be necessary.
5. Staff does not consider this as spot zoning as property to the west, east and south are zoned Forest Agriculture. This would be considered a down zoning in terms of density designation on the Future Land Use map. The surrounding area currently contains commercial/public uses, residential and vacant farmland. Staff feels a zoning designation of Forest Agriculture would be in keeping with the adjacent uses. If the property is recommended for a change in zoning, the FLU map will also need to be changed to reflect the proper designation of low density.
6. The Planning Commission held a public hearing at their October 21st meeting. No one but the

applicant came forward to speak. The PC recommended approval of the rezoning request with a vote of 7-0.

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

1. Approve as recommended by PC.
2. Deny Request.
3. Defer Action.
4. Remand to PC for further study.

STAFF RECOMMENDATIONS:

Approve as recommended by PC.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 21-40 Rezoning 2 parcels in Pleasant Hill	Ordinance
▣ Application and Attachments	Backup Material
▣ Location Map	Backup Material
▣ Zoning Map	Backup Material
▣ Zoning2 Map	Backup Material
▣ FLU Map	Backup Material
▣ Aerial Map	Backup Material
▣ Plat1	Backup Material
▣ Plat2	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 21-40

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBERS 03-0413-018-01-14 and 03-0413-018-01-10 LOCATED AT 92 FIRE STATION STREET AND 11397 PLEASANT HILL DRIVE IN GEORGETOWN FROM GENERAL COMMERCIAL (GC) TO FOREST AGRICULTURE (FA).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBERS 03-0413-018-01-14 AND 03-0413-018-01-10 LOCATED AT 92 FIRE STATION STREET AND 11397 PLEASANT HILL DRIVE IN GEORGETOWN FROM GENERAL COMMERCIAL (GC) TO FOREST AGRICULTURE (FA) AS REFLECTED ON THE ATTACHED MAP.

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

Louis R. Morant
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 21-40, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

REZ-9-21-28937



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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
() A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number:	<u>03-0413-018-01-101 + (03-0413-018-01-14)</u>
Street Address:	<u>11397 Pleasant Hill Dr. + (92 Fire Station Street)</u>
City / State / Zip Code:	<u>Hemingway SC 29554</u> <u>Hemingway SC 29554</u>
Lot Dimensions/ Lot Area:	<u>7.34 acres</u> <u>2.7 acres</u>
Plat Book / Page:	<u>12-585</u> <u>12-130</u>
Current Zoning Classification:	<u>GC</u> <u>GC</u>
Proposed Zoning Classification:	<u>FA</u> <u>FA</u>

Property Owner of Record:

Name: Zachary P Smith + Brittany O Smith

Address: 92 Fire Station Str.

City/ State/ Zip Code: Hemingway SC 29554

Telephone/Fax Numbers: 843-933-7050 + 843-344-3246

E-mail: Zacharypsmith@aol.com + brittanymowens@aol.com

Signature of Owner / Date: Zachary P. Smith 8/25/21

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Information:

Name: Zachary P. Smith

Address: 92 Fire Station Str. Hemingway SC 29554

Phone / E-mail: 843-933-7050 zacharypsmith@aol.com

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 are addressed 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 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 is going 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.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Zachary P. Smith to rezone 2 parcels totaling 10.04 acres from General Commercial (GC) to Forest Agriculture (FA). The two properties are located at 92 Fire Station Street and 11397 Pleasant Hill Drive. TMS 03-0413-018-01-14 and 03-0413-018-01-10. Case Number REZ 9-21-28937.

The Planning Commission will be reviewing this request on **Thursday, October 21, 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

Zachary P. Smith
Property Location
REZ 9-21-28937

Legend

Streets


— <all other values>

MaintainedBy

— County

— Private

— State

 Zachary P. Smith

 Lot Lines

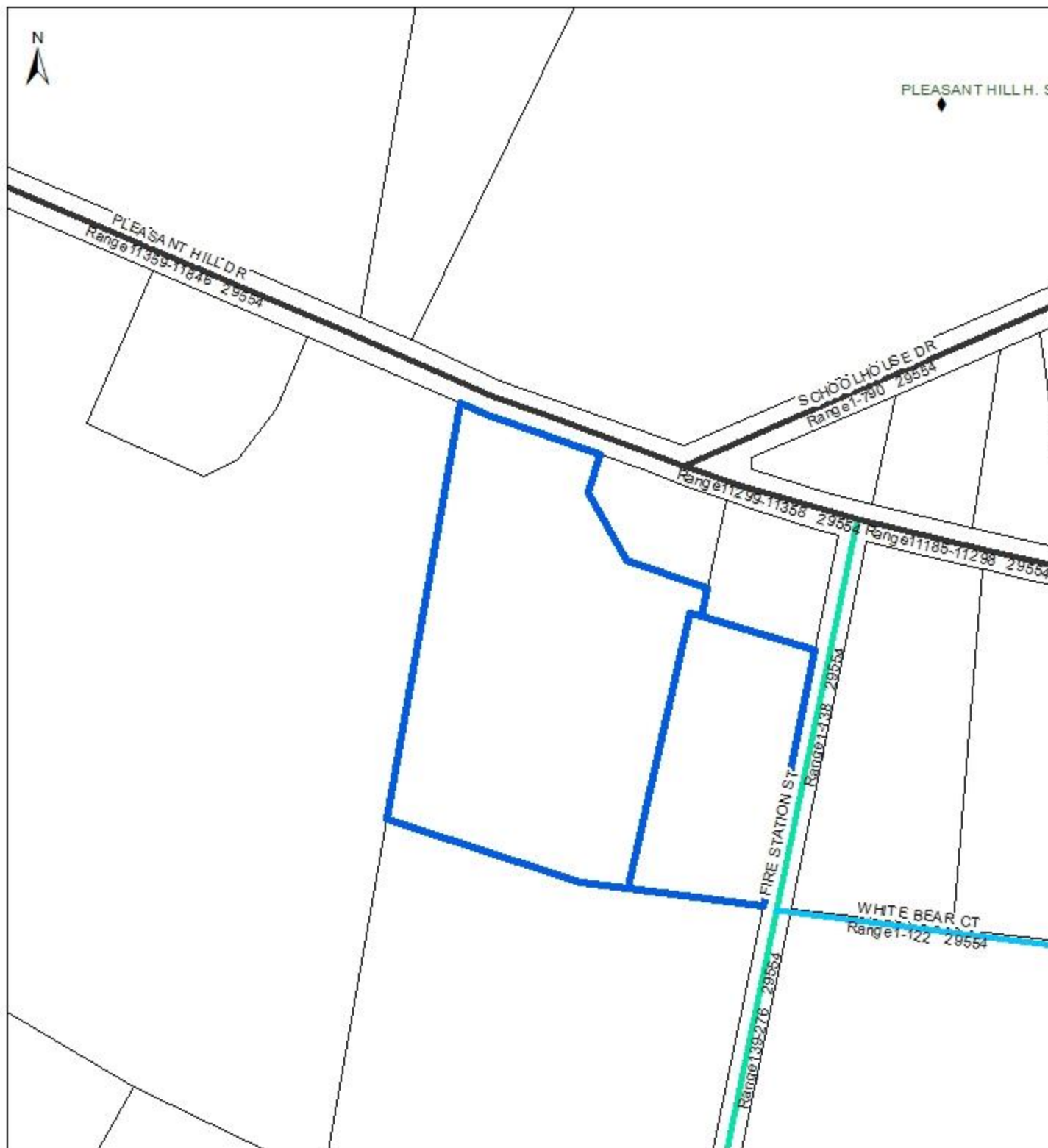
—+—+— Railroads

◆ Landmarks

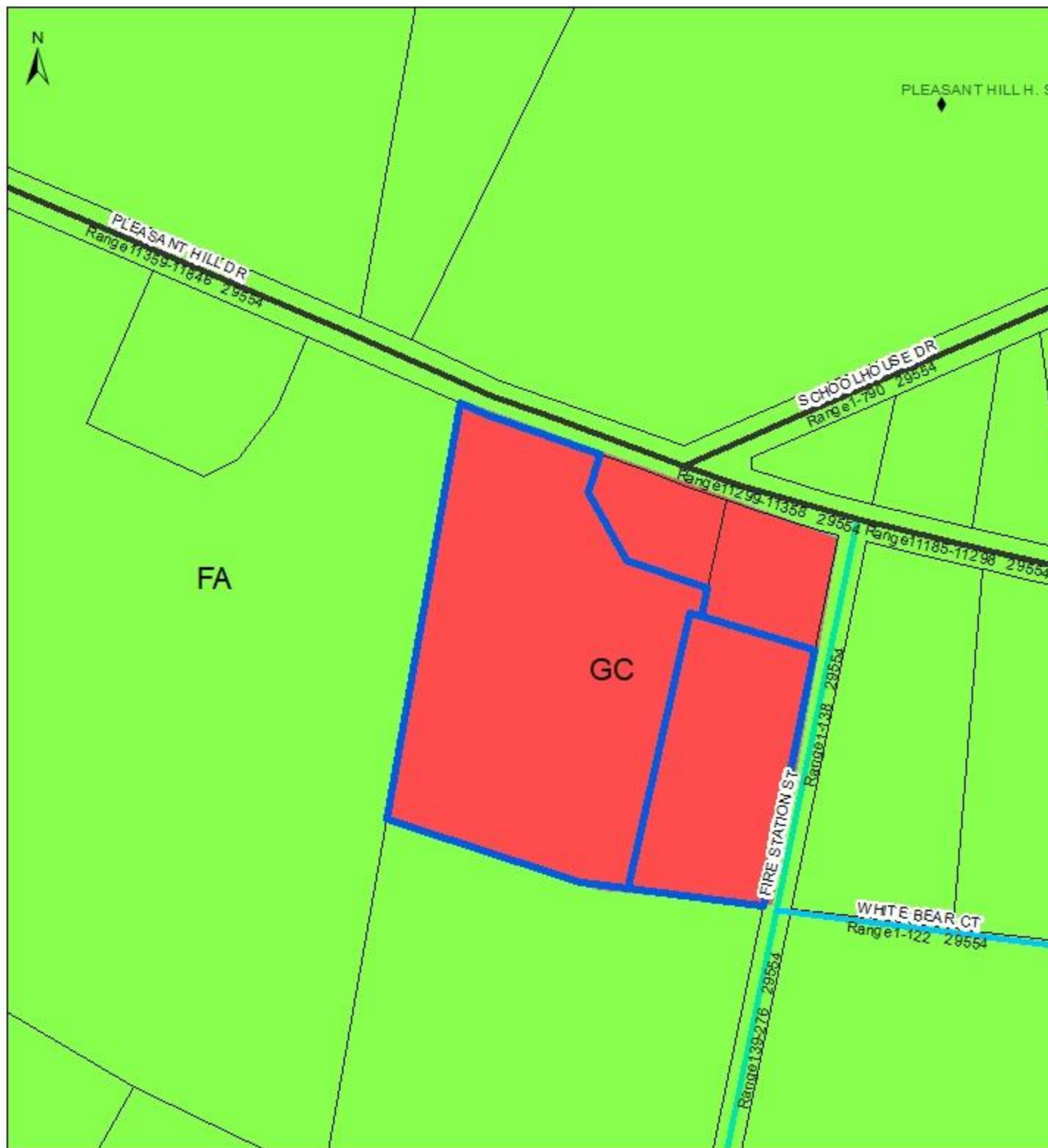
 Municipalities

0 80 160 320 480 640 Feet

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Zachary P. Smith
Property Zoning
REZ 9-21-28937



Legend

streets

all other values

Maintained By

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/N

GC

GR

GRN

HI

LI

MHP

MR 10

NC

OC

PA

PQ

R1

R1/GAC

R10

R1AC

R2

R2/4AC

RS

RS

RC

RG

RRL

RS

RVC

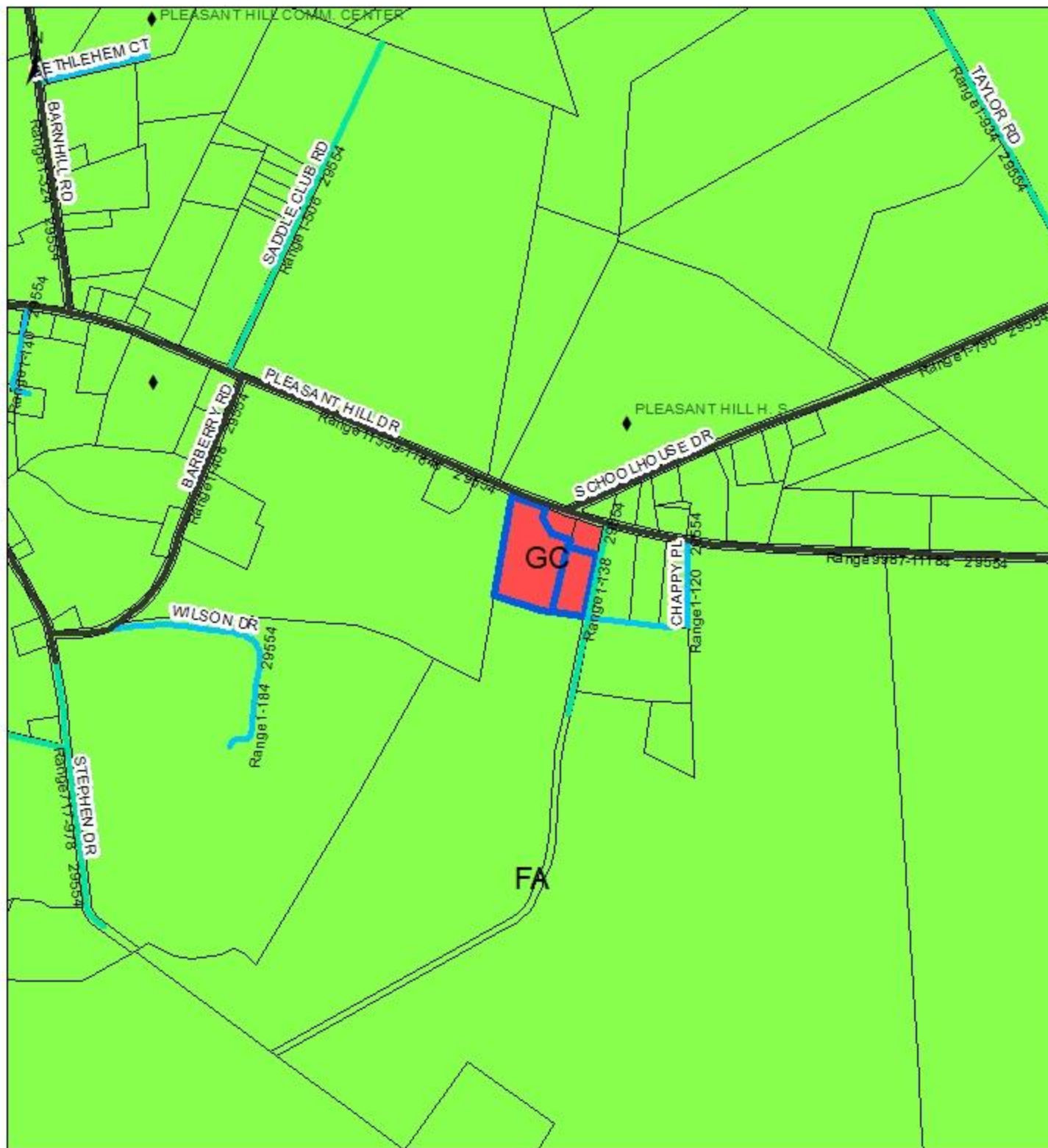
VR 10

Municipalities

0 80 160 320 480 640 Feet

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Zachary P. Smith
Property Zoning
REZ 9-21-28937



Legend

Streets

— All other values

Maintained By

County

Private

State

Zachary P. Smith

Lot Lines

Landmarks

Zoning

DISTRICT

QTY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

HE

LI

MHP

MR10

NC

OC

PA

PQ

R1

R1/2AC

R10

RTAC

R2

R2/4AC

RS

RB

RC

RG

RH

RS

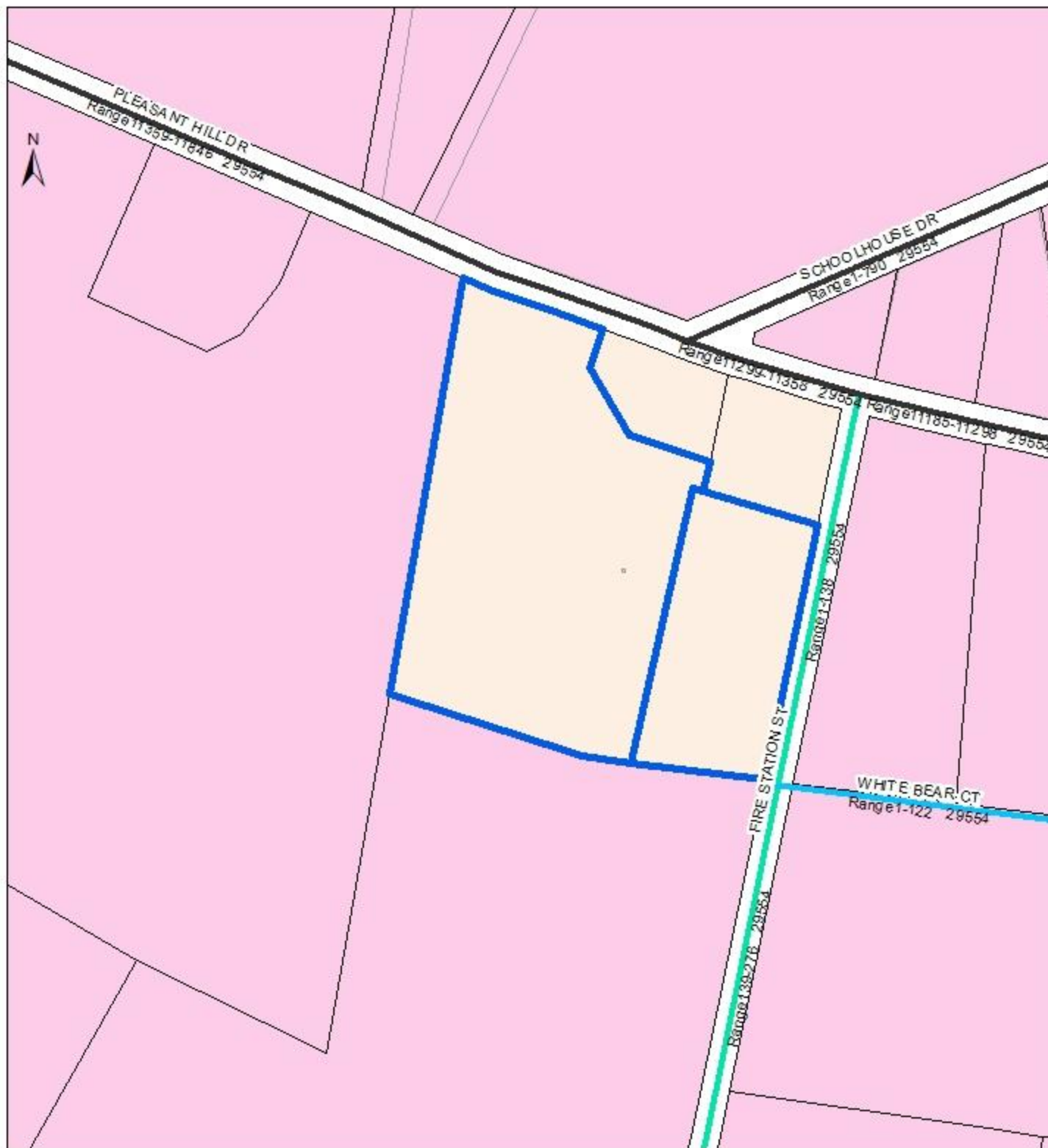
RVC

VR10

0 350 700 1,400 2,100 2,800 Feet

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Zachary P. Smith
Property FLU
REZ 9-21-28937



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

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HIGH DENSITY RESIDENTIAL

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TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 80 160 320 480 640 Feet

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Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Zachary P. Smith

— Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

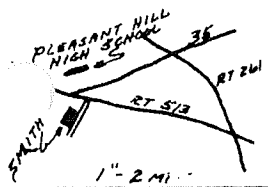
— Municipalities

0 80 160 320 480 640 Feet

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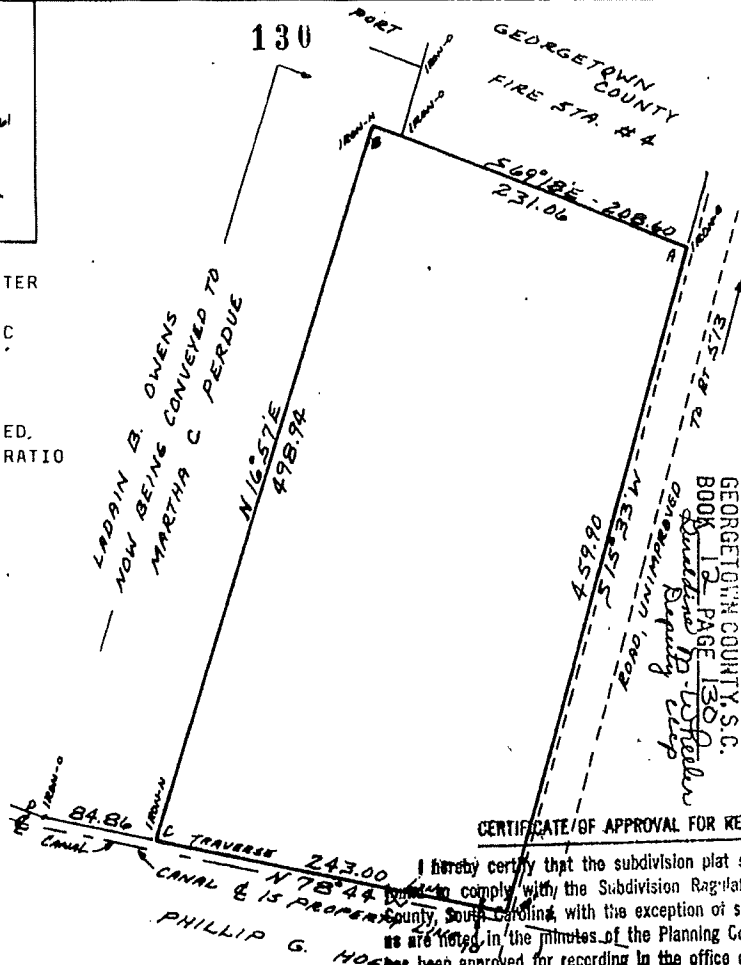


VICINITY MAP



TRAVIS L. CARTER
RT. 2 BOX 125
HEMINGWAY, S.C.
29554
LS #5292

MAP IS COMPILED.
NO PRECISION RATIO
COMPUTED.



90 DEC 18 AM 9:24

FILED
BETTY L. WILLIAMS
CCCP & GS

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown here does comply with the Subdivision Regulations for Georgetown County, South Carolina, with the exception of such variances, if any as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Clerk of Court.

Date 12-18-1990
Robert K. Patterson
Chairman, Planning Commission

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

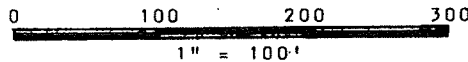
MAP

OF

2.66 ACRES OF LAND IN PLEASANT HILL COMMUNITY. THIS PARCEL BEING LANDS OF LADAIN B. OWENS, NOW BEING CONVEYED TO

PAUL M. SMITH, SR.
&
NELLIE J. SMITH

JANUARY 10, 1990



TRAVERSE "ABCD" SURVEYED JANUARY 10, 1990. ALL OTHER DATA COPIED FROM MAP OF 10.83 ACRES BY TRAVIS L. CARTER FOR LADAIN B. OWENS, DATED NOVEMBER 27, 1985

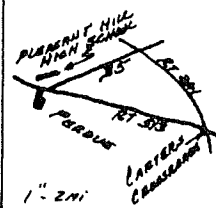
2.66 ACRES INCLUDES 10' STRIP AT CANAL.

Travis L. Carter



AP IS COMPILED.
NO PRECISION RATIO
COMPUTED.

VICINITY MAP



585

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown here has been found to comply with the Subdivision Regulations for Georgetown County, South Carolina, with the exception of such variances, if any as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Clerk of Court.

9-25 1991

7-25 1991
Robert R. Patterson
Chairman, Planning Committee

FILED
BETTY L. WILLIAMS
Clerk

91 SEP 26 AM 11:17

GEORGETOWN CDD# 8-3
NOV 17 1960
TO BOOK 12 PAGE 383
OWNERS CONVEYED TO
SINCE OWNERS HAVE
CONVEYED TO

Property line traverse
from "X"
N78°-44'W - 84.73'
N68°-28'W - 376.92'
to "Y"

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

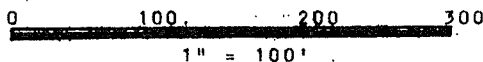
MAP

OF

7.34 ACRES OF LAND IN PLEASANT HILL COMMUNITY, THIS PARCEL BEING LANDS OF LADAIN B. OWENS, NOW BEING CONVEYED TO

MARTHA C. PERDUE

JANUARY 10, 1990



TRAVERSE "ABCDE" SURVEYED JANUARY 10, 1990. ALL OTHER DATA COPIED FROM THE FOLLOWING:

- 2) MAP OF 0.79 AC. BY TRAVIS L. CARTER FOR R. L. PORT, DATED NOVEMBER 17, 1988.

7.34 ACRES INCLUDES 10' STRIP AT CANAL

Francis L. Carter

Item Number: 11.a

Meeting Date: 1/11/2022

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-37 - An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and among Georgetown County, South Carolina (The "County"), a Company Identified for the time being as Project Maverick Company A, and a Company Identified for the Time Being as Project Maverick Company B, Each Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the "Companies"), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the "Project"); (2) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Companies and the Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto.

CURRENT STATUS:

Pending.

POINTS TO CONSIDER:

Georgetown County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of ad valorem tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits.

A company identified for the time being as Project Maverick Company A, and a company identified for the time being as Project Maverick Company B (collectively, the "Companies"), each acting for itself, one or more affiliates, and/or other project sponsors, propose to establish and/or expand certain facilities at

one or more locations in the County (the "Project"), and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, at least \$11,300,000, in the aggregate, in the Project and will create, or cause to be created, at least 50 new full-time jobs within the County, in the aggregate

and will create, or cause to be created, at least 50 new, full-time jobs within the County, in the aggregate.

Based on information provided to the County by the Companies, the County has determined that the Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act. In accordance with such findings and determinations and in order to induce the Companies to locate the Project in the County, the Council is enacting this Ordinance, which Ordinance is also intended to serve as an "inducement resolution" for purposes of Section 12-44-30(11) of the Negotiated FILOT Act, whereby the County shall agree, amongst other things, to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits, all with respect to the Project.

The County and the Companies have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies with respect to the Project (the "Incentive Agreement"), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as or such other date as the parties may agree.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Ordinance No. 21-37.
2. Do not adopt Ordinance No. 21-37.

STAFF RECOMMENDATIONS:

Approval and adoption of Ordinance No. 21-37.

NOTE: Ordinance No. 21-37 was introduced by title, therefore a *motion to amend* will be required at 2nd reading to incorporate proposed text.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
□ Ordinance No. 21-37 FILOT Agreement Project Maverick	Ordinance
□ Project Maverick FILOT Agreement	Exhibit

**GEORGETOWN COUNTY
ORDINANCE NO. 21-37**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY"), A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT MAVERICK COMPANY A, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT MAVERICK COMPANY B, EACH ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANIES"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANIES AND THE PROJECT; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Georgetown County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, a company identified for the time being as Project Maverick Company A, and a company identified for the time being as Project Maverick Company B (collectively, the "Companies"), each acting for itself, one or more affiliates, and/or or other project sponsors, propose to establish and/or expand certain facilities at one or more locations in the County (the "Project"), and anticipate that, should their plans proceed as expected, they will invest, or cause to

be invested, at least \$11,300,000, in the aggregate, in the Project and will create, or cause to be created, at least 50 new, full-time jobs within the County, in the aggregate; and

WHEREAS, based on information provided to the County by the Companies, the County has determined that the Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Companies to locate the Project in the County, the Council is enacting this Ordinance, which Ordinance is also intended to serve as an “inducement resolution” for purposes of Section 12-44-30(11) of the Negotiated FILOT Act, whereby the County shall agree, amongst other things, to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits, all with respect to the Project; and

WHEREAS, the County and the Companies have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies with respect to the Project (the “Incentive Agreement”), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of [_____, 20__], or such other date as the parties may agree; and

WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Based on information provided to the County by the Companies with respect to the Project, the County makes the following findings and determinations, as contemplated by Section 12-44-40(I) of the Negotiated FILOT Act:

- (a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
- (e) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (f) The benefits of the Project are greater than the costs.

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, whereby the Companies will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods and the County will agree to accept certain negotiated FILOT payments with respect to the Project (the “Negotiated FILOT”), as set forth in **Section 2(b)** hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) the lowest millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, as set forth in greater detail in the Incentive Agreement, and which based on the parcels comprising the Land (as defined in the Incentive Agreement) as of the original execution and delivery of the Incentive Agreement, the County and the Companies believe to initially be [] mills, and which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT; (3) the fair market value of the Project, as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) and such other terms and conditions as will be specified in the Incentive Agreement including, but not limited to, that the Companies and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

(ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property (as defined in the Incentive Agreement) placed in service during the Investment Period (as defined in the Incentive Agreement). For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year’s investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

Section 3. The County agrees to locate the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution, if not already so included, and agrees to maintain the Project and the Land within the boundaries of such a multi-county industrial or business park on terms which provide for all jobs created at the Project from January 1, 2021 through the end of the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the Special Source Credits set forth in **Section 4** hereof.

Section 4. As an additional incentive to induce the Companies to locate the Project in the County, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act, the County does hereby agree that: (i) each Credit Eligible Entity (as defined in the Incentive Agreement) shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from each such Credit Eligible Entity with respect to its respective portion of the Project, for a period of five (5) consecutive tax years, in an amount equal to ten percent (10%) of each such FILOT Payment; and (ii) a company identified for the time being as Project Maverick Company B shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from a company identified for the time being as Project Maverick Company B with respect to its respective portion of the Project, **[for a period of ten (10) consecutive tax years, in an amount equal to \$13,000]**, all in accordance with, and as further detailed in, the Incentive Agreement. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

Section 5. The County will use its best efforts to assist the Companies in securing grants and other funding for infrastructure and other improvements in support of the Project, including, but not limited to, any State grant funding and funding now or hereafter provided by one or more utilities in support of the Project.

Section 6. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 7. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Companies. The Chairman of the Council, the County Administrator of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Incentive Agreement, and to carry out the transactions contemplated thereby and by this Ordinance.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 9. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

Enacted and approved, in meeting duly assembled, this __ day of _____, 20__.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading: October 26, 2021
Second Reading: January 11, 2022
Public Hearing: _____, 2022
Third Reading: _____, 2022

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and among

GEORGETOWN COUNTY, SOUTH CAROLINA,

and

PROJECT MAVERICK COMPANY A

and

PROJECT MAVERICK COMPANY B

Dated as of _____, 20__

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement") dated as of _____, 20__, by and among GEORGETOWN COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina and a company identified for the time being as PROJECT MAVERICK COMPANY A, acting for itself, one or more affiliates, and/or other project sponsors ("Project Maverick Company A"), and a company identified for the time being as PROJECT MAVERICK COMPANY B, acting for itself, one or more affiliates, and/or other project sponsors ("Project Maverick Company B") (Project Maverick Company A and Project Maverick Company B, each a "Company" as set forth herein, with respect to its respective portion of the Project, and collectively referred to herein as the "Companies").

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act", and, together with the Negotiated FILOT Act, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of special source revenue credits; and

WHEREAS, the Companies are considering the establishment and/or expansion of certain manufacturing and related facilities at one or more locations in the County (the "Project"), and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, at least \$11,300,000 in the Project, in the aggregate, and will create, or cause to be created, at least 50 new, full-time jobs, in the aggregate, within the County, all by the end of the Compliance Period (as defined herein) as set forth in greater detail herein; and

WHEREAS, it is presently anticipated, but not required, that Project Maverick Company B will initially own (if not already so owned), that portion of the Project comprised of the Land (as defined herein) and certain real property improvements now or hereafter constructed thereon, and will, pursuant to a lease agreement or similar such documentation between Project Maverick Company B and Project Maverick Company A, initially lease all such Project property to Project Maverick Company A in connection with the Project; and

WHEREAS, it is also presently anticipated, but not required, that Project Maverick Company A will hereafter own (if not already so owned), that portion of the Project comprised of personal property now or hereafter located on the Land; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions set forth herein, and, by Ordinance No. 21-37 enacted by the Council on _____, 20__, which Ordinance also serves as an “inducement resolution” for the purposes of Section 12-44-30(11) of the Negotiated FILOT Act, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, and the potential jobs to be created, or caused to be created, by the Companies, in the aggregate, which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third

parties or suits brought by any Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Co-Investor, required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall have furnished to such Company, or other Co-Investor, as the case may be, an itemized statement of all such expenses incurred.

“Affiliate” shall mean, with respect to any Company or any other Co-Investor, any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of such Company or such other Co-Investor, as the case may be, or which is now or hereafter owned in whole or in part by such Company or such other Co-Investor, as the case may be, or by any partner, shareholder or owner of such Company or such other Co-Investor, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to such Company or such other Co-Investor, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and, from time to time, supplemented or amended, as permitted herein.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“Co-Investor” shall mean any Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of any Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds for, the Project. Any Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent such Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by any Sponsor, Sponsor Affiliate, or such other Co-Investor pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of the original execution and delivery of this Agreement, the Companies are the only Co-Investors.

“Company” shall mean each of (i) Project Maverick Company A, and (ii) Project Maverick Company B, each with respect to their respective portions of the Project and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee or transferee hereunder which is designated by each respective Company and approved by the County.

“Companies” shall mean Project Maverick Company A and Project Maverick Company B, collectively.

“*Compliance Period*” shall mean the period commencing with the first day that Project property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service as set forth in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2022, and, in such event, the Compliance Period will end on December 31, 2027.

“*County*” shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County and its successors.

“*Credit Eligible Entity*” shall have the meaning specified in **Section 3.02(a)** hereof.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue and any successor thereof.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not be required to include: (a) the Land; (b) property acquired or constructed by or on behalf of any Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of any Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Companies or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“FILOT Payment” or “FILOT Payments” shall mean the FILOT payments to be made by any Company or any other Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“Investment Period” shall mean the period for completion of the Project, which shall initially be equal to the Compliance Period; provided, however, that, if the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County, by five (5) years beyond the Compliance Period to end on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service as set forth in Section 12-44-30(13) of the Negotiated FILOT Act; provided that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2022, and upon any such extension, the Investment Period will end on December 31, 2032.

“Land” shall mean the land upon which the Project has been or will be acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“Minimum Contractual Investment Requirement” shall mean investment in the Project, within the period commencing on the first day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of Compliance Period, by the Companies and all Co-Investors, in the aggregate, of at least \$11,300,000 (without regard to depreciation or other diminution in value).

“Minimum Jobs Requirement” shall mean the creation of at least 50 new, full-time jobs in the County by the Companies and all Co-Investors, in the aggregate, within the period commencing on January 1, 2021 and ending at the end of the Compliance Period.

“Minimum Statutory Investment Requirement” shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof.

“Multi-County Park” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code.

“Multi-County Park Agreement” shall mean that certain [**Agreement for Development of Joint County Industrial/Business Park (Georgetown County Project Maverick Company A/Project Top Gun) by and between the County and Horry County, South Carolina dated as of December 13, 2016**] as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended, or replaced from time to time.

“Negotiated FILOT” or “Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to **Section 5.01** hereof from each such entity with respect to each such entity’s portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44 of the Code.

“Negotiated FILOT Property” shall mean all property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which any Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which any Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of any Company or any other Co-Investor for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service during the Investment Period.

“Project Maverick Company A” shall mean a company identified for the time being as Project Maverick Company A, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee or transferee hereunder which is designated by Project Maverick Company A and approved by the County, to the extent required hereunder.

“Project Maverick Company B” shall mean a company identified for the time being as Project Maverick Company B, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee or transferee hereunder which is designated by Project Maverick Company B and approved by the County, to the extent required hereunder.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of any Company, or any other Co-Investor, as the case may be, which, with respect to the Companies is the annual period ending on December 31 of each year.

“Released Property” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by any Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which any Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“Replacement Property” shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

“Special Source Act” shall mean Section 4-1-175 of the Code.

“Special Source Credits” shall mean, collectively, the Tier 1 Special Source Credits and the Tier 2 Special Source Credits.

“Special Source Improvements” shall mean to the extent paid for by any Company or any other Co-Investor, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements and, upon the written election of any Company to the County, (effective as of the election date set forth in the written election, whether before or after the date of the written election) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this

Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and any additions or improvements to any of the foregoing, whether paid for by any Company or any other Co-Investor directly or through lease payments. Notwithstanding anything in this Agreement to the contrary, the County and the Companies hereby agree that, to the maximum extent permitted by law, aggregate expenditures made by Project Maverick Company B in Special Source Improvements shall be jointly allocated to Project Maverick Company B and Project Maverick Company A for purposes of receiving the Special Source Credits; provided, however, in the event that a court of competent jurisdiction holds that such allocation provisions are invalid or unenforceable in any material respect, or should either of the Companies determine that there is reasonable doubt as to the validity or enforceability of such allocation provision and provide written notice to the County of such determination, Project Maverick Company A shall be hereby automatically deemed to have elected, on behalf of itself and as set forth above, to include personal property, including machinery and equipment, as Special Source Improvements as of the earlier of (i) effective date of any such holding of invalidity or unenforceability or (ii) the date of any such written notice, as the case may be, subject to, and in accordance with, any applicable provisions of Section 4-29-68(A)(2)(ii) of the Code in the event that personal property is removed from the Project.

“Sponsor” and *“Sponsor Affiliate”* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of the Agreement, the only Sponsors are the Companies and there are no Sponsor Affiliates.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“Tier 1 Special Source Credits” shall have the meaning ascribed thereto in **Section 3.02** hereof.

“Tier 2 Special Source Credits” shall have the meaning ascribed thereto in **Section 3.02** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02 References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT and Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) On the basis of information supplied to it by the Companies, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by Project Maverick Company A. Project Maverick Company A makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Project Maverick Company A is a _____ validly existing and in good standing under the laws of the _____, has all requisite power to

enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. Project Maverick Company A's fiscal year end is December 31 and it will notify the County of any changes in its fiscal year.

(b) Project Maverick Company A intends that the Project be operated as manufacturing and related facilities primarily for _____.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park were factors in inducing Project Maverick Company A to locate its portion of the Project within the County and the State.

(d) To the best knowledge of Project Maverick Company A, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting Project Maverick Company A in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

Section 2.03 Representations and Warranties by Project Maverick Company B. Project Maverick Company B makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Project Maverick Company B is a _____ validly existing and in good standing under the laws of the _____, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. Project Maverick Company B's fiscal year end is December 31 and it will notify the County of any changes in its fiscal year.

(b) Project Maverick Company B intends that the Project be operated as manufacturing and related facilities primarily for _____.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park were factors in inducing the Project Maverick Company B to locate its portion of the Project within the County and the State.

(d) To the best knowledge of Project Maverick Company B, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting Project Maverick Company B in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01 Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02 Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that: (i) each Company and each other Co-Investor (each, a “Credit Eligible Entity”) shall be entitled to receive, and the County shall provide, special source revenue credits against each FILOT Payment due from each such Credit Eligible Entity with respect to its respective portion of the Project, for a period of five (5) consecutive tax years, in an amount equal to ten percent (10%) of each such FILOT Payment, commencing with the tax year for which the initial Negotiated FILOT payment is due hereunder from each such Credit Eligible Entity with respect to its respective portion of the Project (“Tier 1 Special Source Credits”); and (ii) Project Maverick Company B shall be entitled to receive, and the County shall provide, special source revenue credits against each FILOT Payment due from Project Maverick Company B with respect to its respective portion of the Project, **[for a period of ten (10) consecutive tax years, in an annual amount equal to \$13,000]**, commencing with the tax year for which the initial Negotiated FILOT payment is due hereunder from Project Maverick Company B with respect to its respective portion of the Project (“Tier 2 Special Source Credits”). In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Companies and all other Co-Investors.

(b) The Special Source Credits to which a Credit Eligible Facility is entitled for each tax year of the period set forth in **Section 3.02(a)** hereof shall be reflected by the County on each bill sent by the County to such Credit Eligible Entity for each FILOT Payment due from such Credit Eligible Entity with respect to each such tax year, by reducing the total original FILOT Payment amount otherwise due from such Credit Eligible Entity for such tax year by the amount of Special Source Credits to which such Credit Eligible Entity is entitled for such tax year.

(c) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

Section 3.03 Multi-County Park Designation. The County agrees to locate the Project and the Land within the boundaries of the Multi-County Park, if not already so designated, and agrees to maintain the Project and the Land within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide for all jobs created at the Project from January 1, 2021 through the end of the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the Special Source Credits set forth in **Section 3.02** hereof.

Section 3.04 Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Companies and each other Co-Investor the benefits specified in this Article III in consideration of the Companies' decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should any Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then at the request of any Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Companies and each other Co-Investor the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits and agrees, if requested by any Company, to enter into a lease purchase agreement with each Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park or the Multi-County Park Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Companies and the County express their intentions that tax or FILOT payments be reformed so as to best afford each Company and each other Co-Investor benefits commensurate with, but not in excess of, those intended under this Agreement, including, but not limited to, the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Each Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that each Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of any Company or any other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease such entity's portion of the Project to such Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase

agreement, each such Company and each such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00).

Section 3.05 Funding Assistance. The County will use its best efforts to assist the Companies in securing grants and other funding for infrastructure and other improvements, comprising, or in support of, the Project, including, but not limited to, any State grant funding and funding now or hereafter provided by one or more utilities in support of the Project.

ARTICLE IV

COVENANTS OF THE COMPANIES

Section 4.01 Investment in Project.

(a) Each Company and each Co-Investor shall acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, its respective portion of the Project, as the same shall be determined from time to time by such entity in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2025.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment and job creation by any and all other Co-Investors shall together with investment and job creation by the Companies, count toward all investment and job creation requirements, thresholds, and levels set forth in this Agreement, including, without limitation, the Minimum Contractual Investment Requirement, the Minimum Jobs Requirement, and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of each Company and each other Co-Investor filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) To encourage increased investment in the Project, the County hereby agrees that in the event the Minimum Statutory Investment Requirement is satisfied by the end of Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County, by five (5) years beyond the end of the Compliance Period, and the County hereby agrees to such extension. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as the parties presently anticipate, placed in service in the Property Tax Year ending on December 31, 2022, and upon any such extension, the Investment Period would extend through December 31, 2032.

(d) Subject to the provisions of **Sections 4.05 and 6.01** hereof, each Company and each other Co-Investor shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and each Company and each other Co-Investor shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(e) Each Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Each Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as each Company, or such other Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(ii)** hereof, in any instance when each Company or any other Co-Investor, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company or such other Co-Investor may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) Any Company and any other Co-Investor may, at any time and in its discretion by written notice to the County, remove any of its Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(iv) If any Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any

portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, such Company or such Co-Investor shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act, and in such event, any such addition, disposal, or removal reflected by any such return, shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02 Failure to Satisfy Minimum Contractual Investment Requirement and/or Minimum Jobs Requirement. If either or both of the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement are not satisfied by the end of the Compliance Period, each of the following subsections (a) – (c) shall apply:

(a) Each Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible for the Negotiated FILOT described in **Section 5.01** hereof so long as the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period.

(b) Each Credit Eligible Entity shall, to the extent required by the below provisions of this **Section 4.02(b)**, reimburse the County for any Tier 1 Special Source Credits previously received, or to be received (upon actual receipt), by such Credit Eligible Entity for each tax year for which such Credit Eligible Entity is entitled to receive Tier 1 Special Source Credits under **Section 3.02(a)** hereof and for which a FILOT Payment has been, or will be, due to be paid without penalty with respect to the Project on or before the January 15 immediately following the end of the Compliance Period, taking into account (i) the highest level of aggregate investment in the Project (without regard to depreciation or other diminution in value) within the Compliance Period at any time during the Compliance Period (the "Actual Project Investment"), as compared to the Minimum Contractual Investment Requirement, (ii) the highest number of new, full-time jobs created, in the aggregate, at the Project within the period set forth in the Minimum Jobs Requirement at any time during such period (the "Actual Project Jobs"), as compared to

the Minimum Jobs Requirement, and (iii) a weighting of 1/2 investment and 1/2 jobs; provided, in the event that the Actual Project Investment exceeds the Minimum Contractual Investment Requirement or the Actual Project Jobs exceeds the Minimum Jobs Requirement, the percentage of any such surplus shall be applied to offset any shortfall in satisfaction of the other such requirement, as the case may be, in accordance with the weighting set forth in subsection (iii) above. Any such amounts shall be due to be paid by a Credit Eligible Entity on or before the date by which such Credit Eligible Entity is required, under applicable law, to make its FILOT Payment due with respect to the Project for the tax year corresponding to the final Property Tax Year of the Compliance Period (*i.e.*, the FILOT Payment due with respect to Project property placed in service as of the end of the final Property Tax Year within the Compliance Period).

(c) Each Credit Eligible Entity shall continue to be eligible for Special Source Credits against each FILOT Payment due from such Credit Eligible Entity with respect to the Project for the remaining tax years of the periods set forth in **Section 3.02(a)** hereof; provided, however, in the event that the calculation pursuant to **Section 4.02(b)** hereof results in a positive shortfall percentage, the initial Tier 1 Special Source Credits percentage set forth in **Section 3.02(a)** hereof shall be reduced for any remaining such tax years by the percentage equal to such shortfall percentage. For example, assuming a shortfall percentage of twenty percent (20%): the Tier 1 Special Source Credits percentage applicable for any remaining such tax years would be reduced from 10% by 20% of such initial Tier 1 Special Source Credits percentage, down to a Tier 1 Special Source Credits percentage of 8%.

Section 4.03 Payment of Administration Expenses. Each Company and each other Co-Investor will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to such Company or such other Co-Investor, respectively and, as the case may be, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and the County anticipates no out of pocket expenses, including, but not limited to attorneys' fees, to be Administration Expenses hereunder for review of this Agreement and all resolutions, ordinances and other documentation related thereto or the transactions authorized hereby.

Section 4.04 Use of Project for Lawful Activities. During the Term of this Agreement, each Company and each other Co-Investor may use its respective portion of the Project as it deems fit for any lawful purpose.

Section 4.05 Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is any Company or an Affiliate of any Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide

prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned or delayed, each Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of all or substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) such Company shall be the continuing business entity, or the business entity formed by such consolidation or into which such Company is merged or the entity which acquires by conveyance or transfer all or substantially all of such Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of such Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of such Company herein and the performance of every covenant of this Agreement on the part of such Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) such Company shall have delivered to the County (i) a certificate of a duly authorized officer of such Company, accompanied by financial statements of the surviving company (if other than such Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for such Company and/or counsel to the transferee company, stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of any Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which any such Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of any such Company under this Agreement with the same effect as if such successor entity had been named as a Company herein, and thereafter any such Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

Each Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by such Company with the Transfer Provisions.

Section 4.06 Records and Reports. Each Company and each other Co-Investor will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from any Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of such Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by such Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term hereof, each Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer a copy of any form or return it files with the Department of Revenue with respect to its respective portion of the Project at the same time as delivery thereof to the Department of Revenue.

(c) Each Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, each Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that such Company or such other Co-Investor believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by any Company or

any other Co-Investor with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, and unless the County has provided at least fifteen (15) days advance written notice to the disclosing Company or other Co-Investor, as the case may be, of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by such Company or such other Co-Investor in connection with the Project, whether or not such information has been designated as confidential or proprietary by such Company or such other Co-Investor.

Section 4.07 Funding for Special Source Improvements The Companies and each other Co-Investor shall provide, or cause the provision of, funding for the Special Source Improvements related to the Project.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01 Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by any Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2024. If any Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, (if such consent is required pursuant to **Section 6.02** hereof), such Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, such designating Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year,

each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in **Section 4.01(c)** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using (1) an assessment ratio of 6%; (2) the lowest millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which (i) the parties believe to be, with respect to all Negotiated FILOT Property comprised of, or located on, the Land, the millage rate or rates as set forth in **Exhibit A** attached hereto, (ii) based on the property comprising the Land as of the original execution and delivery of this Agreement, the parties believe to be [_____] mills with respect to all Negotiated FILOT Property comprised of, or located on, the Land, and (iii) shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of the Negotiated FILOT; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that any Company or any other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by such Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event any Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Companies or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event any Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if any Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of its Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or to the FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property

(ii) Each Company and each other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford each Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, each Company and each other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if each Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from each Company and each other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid by such entity and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the

aggregate investment in the Project by all Sponsors and Sponsor Affiliates does not exceed \$5,000,000 by the end of the Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this sub-paragraph (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or to FILOT Payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iii) If either or both of the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement are not satisfied by the end of the Compliance Period, but the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period, each Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible to take advantage of the Negotiated FILOT described in this **Section 5.01** hereof, but the County shall have the rights specified in **Section 4.02** hereof with respect to the Special Source Credits.

(iv) In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by any Company or any other Co-Investor as part of the Project, whether owned by any Company or any other Co-Investor outright or utilized by any Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Company or any

other Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County from any Company or any other Sponsor or Sponsor Affiliate under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid by such entity within one hundred eighty (180) days following receipt by such entity of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02 Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01 Conveyance of Liens and Interests; Assignment. The County agrees that each Company and each other Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to any Company or any other Co-Investor or operates such assets for any Company or any other Co-Investor or is leasing all or a portion of the Project in question from any Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of such Company or such other Co-Investor under this Agreement, including, without limitation, the benefits of the Negotiated FILOT and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action or proceedings of the County, subject to the following provisions: (i) except in connection with any transfer to any other Company or other Co-Investor or an Affiliate of such Company or any other Co-Investor, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby consents, such transferor Company or any such other Co-Investor shall obtain the prior consent or subsequent ratification of the County to the extent required by the Transfer

Provisions of the Negotiated FILOT Act, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of such Company or any such other Co-Investor hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of such Company or any such other Co-Investor hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the transferor Company or any such other Co-Investor (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the transferor Company or any such other Co-Investor, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) the transferor Company or any such other Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

Subject to County consent when required under this **Section 6.01**, and at the expense of the transferor Company or any such other Co-Investor, the County agrees to take such further action or and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the transferor Company or any other Co-Investor under this Agreement and/or any release of the transferor Company or any other Co-Investor pursuant to this **Section 6.01**.

The Companies acknowledge that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the transferor Company or any such Co-Investor with the Transfer Provisions.

Section 6.02 Sponsors and Sponsor Affiliates. Each Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of any Company or any other Sponsor or Sponsor Affiliate or other Persons described in **Section 6.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by Resolution of the Council. To the extent that a Co-Investor invests an amount equal to the Minimum Statutory Investment Requirement at the Project by the end of the Compliance Period all investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project by the end of the Compliance Period by the Companies, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Co-Investors, exceeds \$5,000,000, to

the extent permitted by, Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement by the end of the Compliance Period. Any Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated by such Company pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies executes this Agreement, and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder; or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02 Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Companies may jointly agree to terminate this Agreement at any time, or any Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any part, of its respective portion of the Project in which event the Project, or such portion of the Project, as the case may be, shall be subject to *ad valorem* taxes, or to FILOT payments under the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by any Company or any other Co-Investor (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

- (a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate or adjust certain benefits hereunder or obligate one or more of the Companies or other Co-Investors, as the case may be, to make certain additional payments to the County, all as set forth in **Sections 4.02** and **5.01(f)** hereof.

Section 8.02 Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof;

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03 Defaulted Payments. In the event any Company or any other Co-Investor should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04 Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company and any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by any Company or any other Co-Investor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by any Company or any other Co-Investor of any or all such other rights, powers, or remedies.

Section 9.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Co-Investor hereof, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Companies, which consent may be provided by the Companies in their sole discretion.

Section 9.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Georgetown County
Attn: County Administrator
716 Prince Street (29440)
P.O. Drawer 421270
Georgetown, South Carolina 29442
Phone: (843) 545-3006
Fax: (843) 545-3121

with a copy (which shall not constitute notice) to:

Georgetown County
Attn: County Attorney
716 Prince Street (29440)
P.O. Drawer 421270
Georgetown, South Carolina 29442
Phone: (843) 545-3194
Fax: (843) 545-3126

(b) As to Project Maverick Company A:

Attn: _____

Phone: _____
Fax: _____

with a copy (which shall not constitute notice) to:

Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, South Carolina 29202
Phone: (803) 540-2188
Fax: (803) 727-1469

(c) As to Project Maverick Company B:

Attn: _____

Phone: _____
Fax: _____

with a copy (which shall not constitute notice) to:

Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426

Columbia, South Carolina 29202
Phone: (803) 540-2188
Fax: (803) 727-1469

Section 9.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07 Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 9.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09 Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties.

Section 9.10 Waiver. Any party may waive compliance by any other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11 Further Proceedings. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

ATTEST:

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

PROJECT MAVERICK COMPANY A

By: _____
Name: _____
Its: _____

PROJECT MAVERICK COMPANY B

By: _____
Name: _____
Its: _____

EXHIBIT A
LAND DESCRIPTION

[To be inserted.]

Applicable Negotiated FILOT Millage Rate: [____] mills

Item Number: 11.b

Meeting Date: 1/11/2022

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

ORDINANCE NO. 21-41 - AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG GEORGETOWN COUNTY, SOUTH CAROLINA, 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.

CURRENT STATUS:

Georgetown County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, particularly Title 12, Chapter 44 of the Code and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project.

In connection with the establishment and/or expansion of certain manufacturing, commercial, and related facilities at one or more locations in the County pursuant to Ordinances duly enacted by Georgetown County Council on October 22, 2019 and April 13, 2021, the County and G2 Composites, LLC (as successor in interest to MHG OZ Fund I, LLC by assignment), and Eagle Commercial, LLC (as successor in interest to MHG OZ Fund II, LLC by assignment), each acting for itself, one or more affiliates, and/or other project sponsors, entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019, as amended by that certain First Amendment to Fee in Lieu of Tax and Incentive Agreement dated as of April 13, 2021, whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as such term is defined in the Fee Agreement) benefits with respect to the Project.

POINTS TO CONSIDER:

In consideration of the Companies' anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, the specific terms and conditions of which are set forth in a Second Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies (the "Second Amendment"), the form of which is presented to this meeting, and which Second Amendment is dated as the parties thereto may agree.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Ordinance No. 21-41.
2. Do not adopt Ordinance No. 21-41.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 21-41.

NOTE: Ordinance No. 21-41 was introduced by title only, therefore a *motion to amend* will be required at 2nd reading to incorporate proposed text.

ATTORNEY REVIEW:**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 21-41 Authorizing Second Amendment to FILOT with G2 Composites and Eagle Electric LLC	Ordinance

**GEORGETOWN COUNTY
ORDINANCE NO. 21-41**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG GEORGETOWN COUNTY, SOUTH CAROLINA, 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.

WHEREAS, Georgetown County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, in connection with the establishment and/or expansion of certain manufacturing, commercial, and related facilities at one or more locations in the County (the “Project”), pursuant to Ordinances duly enacted by the Council on October 22, 2019 and April 13, 2021, the County and G2 Composites, LLC (as successor in interest to MHG OZ Fund I, LLC by assignment), and Eagle Commercial, LLC (as successor in interest to MHG OZ Fund II, LLC by assignment), each acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Companies”), entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019, as amended by that certain First Amendment to Fee in Lieu of Tax and Incentive Agreement dated as of April 13, 2021 (as amended, the “Fee Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as such term is defined in the Fee Agreement) benefits with respect to the Project, all as set forth in greater detail therein; and

WHEREAS, in consideration of the Companies’ anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, the specific terms and conditions of which are set forth in a Second Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies (the “Second Amendment”), the form of which is presented to this meeting, and which Second Amendment is to be dated as of _____, 2022, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the Second Amendment now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. The form, provisions, terms, and conditions of the Second Amendment presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Second Amendment was set out in this Ordinance in its entirety. The Second Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Second Amendment now before this meeting.

Section 2. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Second Amendment in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Second Amendment to the Companies. The Chairman of the Council, the County Administrator of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Second Amendment, and to carry out the transactions contemplated thereby and by this Ordinance.

Section 3. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 4. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this ____ day of _____, 2022.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading: December 14, 2021
Second Reading: January 11, 2022
Public Hearing: _____, 2022
Third Reading: _____, 2022

Item Number: 11.c

Meeting Date: 1/11/2022

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-42 – An Ordinance to Adopt a Redistricting Plan to Redistrict the Seven (7) Single Member Election Districts for the Election of Georgetown County Council Members Based Upon the 2020 Decennial Census on Order to Comply with the Voting Rights Act of 1965 and Section 4-9-90 of the Code of Laws of South Carolina, 1976, as amended.

CURRENT STATUS:

In compliance with the United States Constitution, the Constitution of the State of South Carolina, the South Carolina Code of Laws, 1976, as amended, and the United States Voting Rights Act, Georgetown County must realign the electoral districts for the election of members of the Georgetown County Council and the Georgetown County School Board, in accordance with data provided by the Federal Decennial Census of 2020.

POINTS TO CONSIDER:

Ordinance No. 21-42 was previously introduced for first reading by title only as Georgetown County progresses through the redistricting process. Upon finalization of Georgetown County's redistricting plan, Ordinance No. 21-42 will be amended to incorporate district maps and other pertinent information related to the proposed district plans.

FINANCIAL IMPACT:

OPTIONS:

1. Adoption of Ordinance No. 21-42.
2. Do not adopt Ordinance No. 21-42.

STAFF RECOMMENDATIONS:

Adopt Ordinance No. 21-42.

NOTE: Ordinance No. 21-42 was introduced by title only at first reading, therefore a *motion to amend* will be required to incorporate proposed text.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▣ Ordinance No 21-42 Redistricting Rev 2nd R	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 21-42

AN ORDINANCE TO ADOPT A REDISTRICTING PLAN TO REDISTRICT THE SEVEN (7) SINGLE MEMBER ELECTION DISTRICTS FOR THE ELECTION OF GEORGETOWN COUNTY COUNCIL MEMBERS BASED UPON THE 2020 DECENNIAL CENSUS IN ORDER TO COMPLY WITH THE VOTING RIGHTS ACT OF 1965 AND SECTION 4-9-90 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY IN COUNTY COUNCIL ASSEMBLED:

ARTICLE I
RECITALS AND STATEMENT OF PURPOSE

Sec. 1 -1. The United States Department of Commerce has declared final the results of the federal decennial census of 2020 (the “2020 Census”).

Sec. 1 -2. In compliance with the United States Constitution, the Constitution of the State of South Carolina, Section, 4-9-90 of the South Carolina Code of Laws, 1976, as amended, and the United States Voting Rights Act of 1965, as amended, the Georgetown County Council has determined to realign the electoral districts for the election of members of Council in accordance with the Federal Decennial Census of 2020, and is adopting this Ordinance for that purpose.

Sec. 1 -3. There presently exists seven single member districts for the election of Georgetown County Council Members.

Sec. 1 -4. This Ordinance is for the purpose of defining the boundaries of the seven single member election districts.

Sec. 1 -5. The re-defining of the districts’ boundaries is based upon the 2020 decennial census for redistricting purposes in order that the population of such districts shall comply with the requirements set forth in the Voting Rights Act of 1965.

ARTICLE II
ADOPTION OF PLAN

Sec. 2-1. From and after the adoption date of this Ordinance, the County shall be divided into seven (7) new districts for the purposes of electing members to the Council.

Each new district shall be entitled to elect one (1) member of Council in accordance with Section 4-9-90, South Carolina Code of Laws, 1976, as amended. The seven single member election districts for the election of Georgetown County Council members are hereby redistricted and are as defined and delineated on the schedule of precincts and voting districts as shown on the map attached as Exhibit A which is incorporated herein by reference as is fully set forth.

Sec. 2-1. The pertinent demographic data for the proposed districts is attached as Exhibit “B” and is incorporated herein by reference as is fully set forth.

ARTICLE III

IMPLEMENTATION

Sec. 3-1 The County Administrator is authorized and directed to take such administrative actions to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted single member election districts provided for in this Ordinance including the elections required thereby, and in accord with any directions, suggestions or objections of the Civil Rights Division, U. S. Department of Justice, after submittal to it of this Ordinance.

ARTICLE IV

REPEAL

Sec 4 -1 Any ordinance previously adopted by the Council which established the districts existing prior to the adoption of this ordinance, and any other ordinances of the Council now in effect that are inconsistent with this Ordinance, are hereby repealed as of the Effective Date of this Ordinance.

SO ORDAINED, RATIFIED, AND ADOPTED this ____ day of _____, 2022, by the Georgetown County Council in meeting duly assembled at Georgetown, South Carolina.

Those in Favor

Those Opposed:

_____(Seal)
Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 21-42, has been reviewed and approved as to form and legality.

John D. Watson, III
Georgetown County Attorney

First Reading:
Second Reading:
Third Reading:

Item Number: 12.a
Meeting Date: 1/11/2022
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Ordinance No. 22-01 - An Ordinance to declare as surplus a parcel totaling approximately 2.01 acres of land located on Schoolhouse Drive in the Town of Hemingway, South Carolina, bearing Georgetown County TMS# 03-0413-044-01-00, and to authorize the County Administrator to sell the property in the manner as prescribed in Ordinance No. 20-32, as amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate located at 1765 Schoolhouse Drive in the Town of Hemingway, South Carolina. This particular parcel totals approximately 2.1 acres, and is designated as TMS: 03-0413-044-01-00.

Georgetown County has no future plan for the parcel, and will no longer need to retain the property. After consideration, Georgetown County Council finds that it is desirable to declare the property as surplus, authorize sale of the same, and transfer the interests by applicable deed to a purchaser at the appropriate future date.

FINANCIAL IMPACT:

OPTIONS:

1. Adoption of Ordinance No. 22-01.
2. Decline to adopt Ordinance No. 22-01.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 22-01.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 22-01 - To declare property on Schoolhouse Drive as surplus and authorize sale of the same.	Ordinance
<input type="checkbox"/> Exhibit A Ordinance No. 22-01	Exhibit

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: 22-01

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS A PARCEL TOTALING APPROXIMATELY 2.01 ACRES OF LAND LOCATED ON SCHOOLHOUSE DRIVE IN THE TOWN OF HEMINGWAY, SOUTH CAROLINA, BEARING GEORGETOWN COUNTY TMS# 03-0413-044-01-00, AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED IN ORDINANCE 20-32, AS AMENDED.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located at 1765 Schoolhouse Drive in the Town of Hemingway, this particular parcel being approximately 2.1 acres designated as TMS: 03-0413-044-01-00; and

WHEREAS, Georgetown County Council, in the near future, will no longer need to retain the property and has no future plan for the parcel; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus, authorize sale of the same, and transfer the interests by applicable deed to a purchaser at the appropriate future date; and

WHEREAS, a public hearing discussing the matter was held on _____, 2022.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 2.1 ACRE PARCEL, IDENTIFIED AS TMS# 036-0413-044-01-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE SAME IN ACCORDANCE WITH ORDINANCE 20-32, AS AMENDED.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2022.

Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. 22-01, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson III
Georgetown County Attorney

First Reading: _____, 2022

Second Reading: _____, 2022

Third Reading: _____, 2022

ArcGIS Web Map





Item Number: 12.b
Meeting Date: 1/11/2022
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 22-02 - An amendment to Article XI Parking and Article XII Buffers of the Zoning Ordinance relating to parking lot landscaping and buffers between land uses.

The zoning ordinance currently contains two separate articles that refer to parking lot landscaping and buffering requirements. The sections need to be amended to improve aesthetics, increase the amount of plantings and for overall consistency and ease of use.

CURRENT STATUS:

The parking/landscaping sections of the ordinance were last reviewed in 2019 with a proposed amendment to allow for additional buffer landscaping in the Business 17 area of Murrells Inlet in place of interior landscape islands. The PC recommended denial for the proposed ordinance until completion of a parking study. This ordinance was tabled by Council and has not been addressed further.

POINTS TO CONSIDER:

1. Staff received a request from Council to review and update the landscape ordinance to improve the appearance of development in commercial areas of the county.
2. Several changes are a matter of housekeeping and clarification. Section 1101.1 has been updated to reflect the allowance for off-site parking in another section of the ordinance. Section 1103.4 has been deleted but it is now fully referenced in Article XII Buffer Requirements. Section 1103.5 has been amended to include a reference to further lighting requirements in Article XII. Section 1201.10 has been amended to reflect the correct reference in Article XIII dealing with trees.
3. Chart 2 of Article XII contains requirements for buffers against differing land uses. The chart has been amended to add a Level 1 requirement for new multifamily development adjacent to commercial districts and a new Level 2 requirement for new religious/educational uses when abutting mobile home parks.
4. Language was added to Sections 1201.5 and 1201.6 to encourage the planting of native vegetation and to disallow the use of invasive species.
5. The following changes are recommended to increase the amount of green space and the size/number of plantings within buffers and landscape islands. Increased green space and additional plantings add value to commercial projects, assist with stormwater runoff and provide a visually appealing commercial corridor.
 - 50% of shrubs in all buffer levels should be evergreens to increase the opacity of

vegetation year round.

- Increase the number of shrubs in planting islands in both number and size.
- Require a 5 or 10 foot planted Level 1 buffer around the perimeter of all parking areas. This is equal to 2 canopy trees and 2 understory trees for every 100 feet. Some larger trees, such as live oaks, may require larger spacing once they reach maturity. An exception has been included, based on an arborist's certification, when such trees are used.
- Clarify the existing requirement that a parking island is required every 10 parking spaces. Such islands must be as large as a parking space (9' X 18'). Larger parking lots (90 spaces or more) must also have a 10 foot wide parking island between parking modules.

6. The following changes were included based on input from a landscape architect/arborist include:

a. An additional requirement for commercial development to provide a Level 2 buffer against vacant property as a means of proactively increasing the amount of green space. Exceptions are provided for commercial and industrial development when abutting a similarly zoned vacant tract. Section 1203.3 which requires a landscaped strip around all parking areas will still apply.

b. Increased the minimum buffer widths to 15 feet for a Level 1 to allow adequate room for future plant/tree growth and to improve overall aesthetic and the environment by increasing greenspace. Also amend Section 1203.3 to increase the minimum landscaped strip for parking areas from 5 feet to 15 feet.

7. Further, Staff discussed the ordinance changes with a local tree care professional who recommended clarifying the language regarding certified arborists and developing a list for developers of local trees that perform well in landscape islands. This can be accomplished with a supplement provided to applicants and placed on the County's webpage. He was supportive of the proposed ordinance amendments.

8. Staff also spoke with Stormwater staff who were in favor of the proposed changes and agreed that Zoning staff should participate in post construction inspections to review the status of required landscaping on a site.

9. Staff recommended approval for the attached ordinance amendment.

10. The Planning Commission discussed the proposed changes at several meetings. Public hearings were held at the November and December meetings. No one from the public came forward to speak. The PC bylaws state that a Council-generated item cannot be deferred by the PC. A PC member requested a workshop on the landscape ordinance. The request failed with a 2 to 3 vote. The Commission discussed the need for requiring maintenance of new landscaping and the deleting and replacing of sections in the ordinance. The PC voted 3 to 2 to recommend approval for the text change as presented.

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. 22-02 Landscape	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 22-02

AN ORDINANCE TO AMEND ZONING ARTICLES XI PARKING AND XII BUFFER REQUIREMENTS OF THE GEORGETOWN COUNTY CODE OF ORDINANCES PERTAINING TO PARKING LOT LANDSCAPING AND BUFFERS.

WHEREAS, THE GEORGETOWN COUNTY PARKING AND BUFFER REQUIREMENTS HAVE **UNDERGONE** MINOR UPDATES SINCE **THEIR** ADOPTION; AND,

WHEREAS, THE CURRENT STANDARDS ARE OUTDATED AND REQUIRE REVISIONS TO MAINTAIN THE AESTHETICS DESIRED BY GEORGETOWN COUNTY; AND,

WHEREAS, THE CURRENT ARTICLE XI DEALING WITH PARKING LOT LANDSCAPING AND ARTICLE XII DEALING WITH BUFFERS CONTAIN SEVERAL INCONSISTENCIES AND DUPLICATIONS; AND

WHEREAS, THE PROPOSED CHANGES ENHANCE THE REQUIREMENTS OF PLANTINGS WITHIN PARKING AREAS, ESTABLISHES A MINIMUM EVERGREEN STANDARD FOR SHRUBBERY, INCREASES THE REQUIREMENTS FOR ESTABLISHING BUFFERS BETWEEN ADJACENT USES, REQUIRES A LANDSCAPE STRIP AROUND PARKING AREAS AND ENCOURAGES THE PRESERVATION OF NATIVE VEGETATION,

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, THAT ARTICLE XI OFF-STREET PARKING REGULATIONS BE AMENDED AS FOLLOWS:

1101.1 Location. Off-street parking facilities shall be provided on the same lot or parcel as the principal use for which they are required **with the exception of off-site parking as allowed in Section 1106 of this Article.**

Section 1103.4 dealing with landscaping to be deleted in its entirety and replaced with following:

1103.4 **Landscaping.** Refer to Article XII Buffer Requirements for parking lot landscaping requirements.

1103.5 Lighting. All off-street parking facilities shall be adequately lit during any nighttime business hours of the principal use for which the parking facilities are required. All light sources within parking facilities shall be white or off-white in color and shall be concealed or shielded so that no light is directed toward adjacent streets or properties. **See also Article XII, Buffer Requirements, Section 1204 dealing with lighting requirements.**

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, THAT ARTICLE XII BUFFER REQUIREMENTS BE AMENDED AS FOLLOWS:

- 1201.5 Composition. Buffer Areas require both physical separations from surrounding landmass and landscape plantings/forms to meet the intent of this Ordinance. Existing vegetation, if sufficient to meet size requirements, is ~~desirable~~ **strongly encouraged** to meet all specifications or to combine with supplemental plantings to accomplish the same buffer standards. Trees to be saved shall be identified on submitted tree plans with all proposed protective measures specified. Additional information on tree retention, replacement and protective measures can be found in Article XIII of this Ordinance.
- 1201.6 Plant Material. Selection of plant material shall allow for a mix of large shade trees, small trees, and large and small shrubs to provide variable height and seasonal color. Evergreen trees are particularly useful since they create a year round opaque screening element. In combination, plant materials selected shall create a buffer with screening capability within 3 to 5 years of planting; however, they shall offer a reasonable degree of screening at the time of planting. The exact location of plants and screening structures shall be the decision of the property owner, although evergreen or conifer plant materials shall be planted in clusters to maximize chances of survival, and evergreen in combination with deciduous plant material shall be planted in at least two alternating rows to form an opaque screen. **The use of native plants is strongly encouraged. Any plant classified as invasive by the SC Forestry Commission or Clemson Extension will not be allowed.**

Chart 2

		Existing Adjacent Land Use								
	Proposed Land Use	A	B	C	D	E	F	G	H	I
A	Residential (Single Family, Duplex)	*	*	*	*	*	*	*	*	*
B	General Residential (Multi-family)	2	*	1	1	3	1	1	2	*
C	General Commercial, Resort Commercial	3	2	*	*	*	*	3	2	2
D	Neighborhood Commercial, Rural Village Commercial	3	2	*	*	*	2	3	2	*
E	Institutional/Office, Medical District, Office Commercial	3	1	*	2	*	*	2	1	*

F	Industrial Use, Resort Services	4	4	2	3	3	*	4	4	2
G	Mobile/Manufactured Home Park	4	3	3	3	3	4	*	4	*
H	Religious/Educational	3	2	*	*	*	*	2	*	*
I	Vacant Land	*	*	*	*	*	*	*	*	*

(Amended Ord. 2013-02)

- * No Buffer Area required. If a land use is not specified in this chart, Buffer Area requirements shall be the same as the next closest land use, as determined by the Zoning Officer.

¹Property utilized as Heavy Industry that fronts along Highway 17, 521 or 701 must include a buffer entirely across the front of the tract with the exception of driveways and sign locations. Such buffer shall be at least forty (40) feet in width and shall include the planting requirements for a thirty (30) foot buffer in Type 4 from Chart 3. No underbrushing shall be allowed within the buffer area and all existing, healthy trees must be maintained. (Amended Ord. 2010-43)

² No buffer is required for commercial and industrial proposed uses that abut similarly zoned vacant parcels.

Chart 3

Type	Buffer Area Widths	Required Plant Units per 100'
(1)	Five (5) feet Ten (10) feet (*) Fifteen (15) feet	2 Canopy Trees 2 Understory Trees 4 Evergreen/Conifers 4 Shrubs <u>(***)</u>
(2)	Ten (10) feet Fifteen (15) feet Twenty (20) feet (*) Twenty Five (25) feet (*) Thirty (30) feet (**)	3 Canopy Trees 6 Understory Trees 6 Evergreen/Conifers 10 Shrubs <u>(***)</u>
(3)	Fifteen (15) feet Twenty Five (25) feet (*) Thirty (30) feet (**)	4 Canopy Trees 6 Understory Trees 12 Evergreen/Conifers 24 Shrubs <u>(***)</u>

(4)	Twenty (20) feet Thirty (30) feet (*) Forty (40) feet (**)	4 Canopy Trees 8 Understory Trees 16 Evergreen/Conifers 30 Shrubs <u>(***)</u>
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(*) If these Buffer Area widths are selected, only one-half the number of required plant units per 100' shall be necessary.

(**) If these Buffer Area widths are selected, only one-quarter the number of required plant units per 100' shall be necessary.

(***) **50% of the required plantings shall be of an evergreen variety.**

Example: If a particular boundary between land uses requires a Type (1) density classification, select either a 5' or 10' wide (per 100' length) Buffer Area. If the 5' width is selected, the full complement of plantings listed must be placed in the Buffer Area. If the 10' width is selected, only one half the number of listing plantings has to be placed in that area (see Illustration 2). **The number of trees in a required buffer may be reduced if an a certified arborist certifies verifies in writing that larger spacing is necessary to facilitate the health of the tree.**

1201.10 Existing Vegetation. Protection of existing vegetation shall be a priority of this Ordinance. Existing healthy vegetation saved shall be credited toward buffer landscape requirements (and to tree retention requirements ~~under Section 1303.8~~ of Article XIII of this Ordinance), to the extent that it provides the same level of density indicated in the required classification type. If gaps occur in the natural setting of vegetation, as determined by the Zoning Officer, new plant materials shall be required to achieve the necessary density levels. All naturally growing plant materials may be retained and credited, but no more than 15% of the total required planting to achieve the appropriate density level shall consist of any species of pine trees. Additionally, it is essential for applicants to refer to Section ~~1303.8~~ **1301.12** for tree replacement requirements.

1203. **Buffering Within Parking Areas.** Development of any parking area (not including loading and unloading zones and storage areas), containing 10 or more parking spaces, shall include interior landscaping in addition to required perimeter Buffer Areas. This shall be accomplished in a manner that divides and breaks the expanse of paved area, and provides for enhanced traffic flow and direction. These landscaped spaces may be either peninsula or island-type, or a combination

of both (see Illustration 3, below). **At a minimum, 10% of each parking area shall be landscaped with living natural material. Parking modules containing 10 or more consecutive spaces shall be required to provide a landscaped peninsula or island on each end.**

1203.1 The following chart specifies the percentage of interior parking area that shall be planted. Landscaped areas outside the parking area (on its perimeter) shall not be used to satisfy the interior planting requirements.

<u>Total Area of Lot</u>	<u>Percentage of Interior Planting Required</u>
0 - 49,999 sq. ft.	5%
50,000 - 149,999	8%
150,000 sq. ft. or larger	10%

1203.101 Peninsula/Island specifications. **These landscaped spaces shall be not less than 9 feet in width and 18 feet in length or a total of 150 square feet in size.** ~~These landscaped spaces shall have an area with a minimum of 50 square feet, and a minimum width of 5 feet. However, planting islands parallel to parking spaces shall be at least 9 feet wide to allow car doors to swing open in an unimpeded manner.~~ All landscaped areas adjacent to parking spaces shall be protected from vehicular damage by a raised curb or equivalent barrier of 6 inches in height, though it need not be continuous **to allow for drainage for stormwater runoff.** No plant material greater than 12 inches in height shall be located within two feet of the curbing or other protective barrier, to avoid damage by motor vehicle bumper overhang or by doors swinging open over landscaped areas (see Illustration 4, below). Minimum curb radii of 3 feet are required on the corners of all planted peninsulas, islands and medians to allow for free movement of motor vehicular traffic.

1203.102 Parking lots containing more than 90 spaces. Such lots shall require an additional 10 foot wide parking island between parking modules.

1203.2 Required Plant Materials for Interior Parking Areas. There shall be a sufficient number of canopy trees in and around the parking area so that no parking space shall be further than 50 feet from the trunk of a canopy tree or farther than 75 feet from two or more canopy trees. Plantings shall be located to facilitate safe sight distances within parking lots and to protect them from overhangs of motor vehicles. Additionally, motor vehicle sales lots shall provide trees at a rate of one tree per 100 lineal feet, and shrubs at the rate of one shrub per 10 lineal feet of display area.

1203.201 Each landscaped peninsula or island shall contain a minimum of one canopy tree with a DBH of 2 inches or greater and a minimum height of 10 feet, surrounded by at least 60 square feet of continuous pervious land area. Low-branching trees shall be avoided so as not to restrict visibility.

1203.202 Shrubs shall accompany trees within the peninsula or island and be ~~42~~ **15** inches in height at the time of planting, projected to reach a height of 24 inches at maturity. The number of shrubs required shall equal ~~8-12~~ three-gallon shrubs or ~~4-6~~ seven-gallon shrubs for every 150 square feet of surface area; grouping or clustering is advised.

1203.3 Landscape strip around parking areas. A minimum 5' ~~15'~~ landscaped strip shall be required along the exterior of all parking areas/modules. Planting schedule shall be in accordance with a type one buffer as described in section 1209, Chart 3.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2022.

Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 22-02, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 12.c
Meeting Date: 1/11/2022
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 22-03 - An Ordinance to amend the Plantation Federal Planned Development (a Portion of TMS #04-0155-001-01-11) to add Self-Storage to the List of Uses.

A request from Wes Boylin, Site Design as agent for James Brooks, Midgard Self Storage to amend the Plantation Federal Planned Development (PD) to add self-storage to the list of uses for Parcel B2. The PD is located on the west side of Highway 17 in Pawleys Island. Parcel B-2 is located along the rear of the PD adjacent to Library Lane. Part of Tax Map Number 04-0155-001-01-11. Case Number AMPD 11-21-29454

CURRENT STATUS:

The Plantation Federal PD was originally approved in December 1987 as a commercial planned development. Self-Storage is not on the approved list of uses in this PD.

POINTS TO CONSIDER:

1. Permitted uses for this PD include commercial uses that are basically office and retail oriented. This PD was approved for 4 individual buildings: 10,288 sf bank and office in Phase I (known as Parcel A), a 10,000 sf office building in Phase IIC (known as Parcel B-1) and two 10,000 sf office buildings in Phase III (known as Parcel B-2). Parcel A and B-1 have been developed; however, Parcel B-2 has never been developed.
2. Parcel B-2 is approximately 1.83 acres and was subdivided from TMS # 04-0155-001-01-11 in August of 2020. This is part of the same parcel as the office building owned by Goldfinch Winslow Holdings, LLC. This plat is recorded in PS 811-4. South State Bank is located on the adjacent parcel to the northeast fronting Ocean Hwy.
3. The owner is proposing to amend the PD to allow for self-storage as a permitted use for Parcel B-2. They are proposing an 11,000 sf mini storage facility with associated paved outdoor storage for RV's and boats. Percentage of impervious area is 65%.
4. The PD setbacks are 35' front (90' on US 17), 10' sides (25' exterior PD lot line) and 15' rear (25' exterior PD lot line). The proposed site plan for the mini storage facility meets all setback requirements.
5. Required parking for Parcel B-2 is 1 space per 4,000 sf. A total of 3 spaces will be required; however 4 spaces are proposed. This includes one ADA space.
6. Based on concerns expressed at the October meeting, ingress/egress for Parcel B-2 shall be via Tiller Drive through the owners' existing storage facility. There will be no access to the facility from Library Lane or Ocean Hwy.

7. The site plan was forwarded to Midway Fire for comment on emergency access. Per the Division of Fire and Life Safety, the following requirements must be met:

A. The access roadway to the proposed site, through the south side of the current Midgard Property shall have an unobstructed width of not less than 20 feet.

B. An emergency entrance with a 20 foot gate will be required at the farthest southern end of Library Lane. (This gate will be for emergency access only and will be locked and have emergency entrance only signage on the inside and outside).

8. The site plan shows several protected trees; however, the largest protected tree appears to be an 18" Oak. A tree plan will need to be submitted and approved prior to any construction.

9. The property adjacent to Parcel B-2 to the north is zoned Resort Services (RS), is owned by Midgard Storage and contains a storage facility. The tract to the west is zoned General Residential (GR) and is vacant. The tract to the south is zoned General Residential (GR) and is the location of the Pawleys Island Post Office. Buffers are not required between existing vacant property and proposed commercial uses. In addition, a buffer is not required between an existing commercial use (Post Office) and a proposed commercial use.

10. The applicant intends to keep a landscape buffer and retain the existing trees along the front property line. In addition, the plan indicates that a natural buffer will be kept to provide a visual screen from the adjacent residential properties. The applicant is proposing to leave all the surrounding buffer as is, clean it up to make it more presentable and make sure it is well kept. According to the applicant, the new building will be the same as the adjacent ones and would blend in with their existing facility.

11. There is an existing detention pond located along the southwestern boundary of Parcel B-2. The applicant is proposing a 4 foot black vinyl chain link fence around this existing pond. In addition, the applicant intends to extend the existing security fence (around the existing adjacent facility) around the perimeter of the property. The height of the security fence shall not exceed 6 feet.

12. A main id sign was approved for the PD in 2005. Future buildings to be constructed are allowed to go on the existing main id sign based on the PD approval and the fact that the parcels are all created from the parent tract. Section 1004.3 of the zoning ordinance allows for commercial and mixed use subdivision signs when one of the parcels has frontage on an arterial street.

13. Parcel B-2 falls within 500' of Ocean Hwy in the Waccamaw Neck Commercial Corridor Overlay Zone (WNCCO) and shall follow the requirements of Article XXI, Section 2100.1.

14. The FLU map designates this PD as Commercial. A change to the FLU map will not be required.

15. If the Planning Commission approves this request to amend the Plantation Federal PD to allow for self-storage uses on Parcel B2, staff recommends the following conditions:

1. Mini storage Facility is limited to 11,000 sf.

2 A tree plan must be submitted and approved prior to installation.

3. Sign applications be submitted and approved prior to installation.

4 Construction plans shall be submitted and approved by the Zoning Department for compliance with the WNCCO zone, if applicable.

compliance with the VHNCCO zone, if applicable.

5. Approvals from Midway Fire and Georgetown County Stormwater.

16. The Planning Commission held a public hearing on December 16, 2021. Two members of the public came forward to speak. Their main concerns were traffic, property values and the fact that more storage was not needed in the area. PC members discussed the following: the significant decrease in traffic from office use to mini-storage, the removal of access on Highway 17, the need for or lack of need for additional storage in the area, the preference/demand for office commercial in the area, walkability and the concerns of adjacent property owners. A motion was made to approve the request to allow for mini-storage on Parcel B-2. The vote failed with a vote of 2-2 and one abstention.

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

1. Deny as recommended by PC
2. Approve request with conditions
3. Defer Action
4. Remand to PC for further study

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 22-03 - Plantation Federal Mini Storage	Ordinance
▣ Application and Attachments	Backup Material
▣ Location	Backup Material
▣ Zoning1	Backup Material
▣ Zoning 2	Backup Material
▣ FLU	Backup Material
▣ Aerial1	Backup Material
▣ Aerial2	Backup Material
▣ Plat	Cover Memo
▣ Current Plan	Backup Material
▣ Proposed Plan	Backup Material
▣ Proposed Site	Backup Material
▣ Render Exhibit	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 22-03

AN ORDINANCE TO AMEND THE PLANTATION FEDERAL PLANNED DEVELOPMENT TO ADD SELF-STORAGE TO THE LIST OF USES FOR PARCEL B-2.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PLANTATION FEDERAL PLANNED DEVELOPMENT (PART OF TAX MAP NUMBER 04-0155-001-01-11) BE AMENDED TO INCLUDE STORAGE AS A PERMITTED USE AND TO BE DEVELOPED AS SHOWN ON THE ATTACHED EXHIBIT DATED NOVEMBER 11, 2021 WITH THE FOLLOWING CONDITIONS:

- Mini Storage Facility is limited to 11,000 square feet
- A tree plan must be submitted and approved prior to development
- Sign application must be submitted and approved prior to installation
- Construction plans shall be submitted and approved by the Zoning Department for compliance with the WNCCO zone, if applicable
- Approvals from Midway Fire and Georgetown County Stormwater

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2022.

Louis R. Morant
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 22-03, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson, III
Georgetown County Attorney

First Reading: _____

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: Plantation Federal P.U.D.

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: Change of Use for Parcel B-2

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: Part of 04-0155-001-01-11
(Include all affected parcels)

Street Address: 11019 Ocean Highway

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

Lot / Block / Number: 04-0155-001-01-11 (Parcel B-2)

Existing Use: Vacant / Proposed Office 20,000 sf

Proposed Use: Self Storage (Indoor and Outdoor)

Commercial Acreage: 1.83 Residential Acreage: _____

Property Owner of Record:

Name: Midgard Self Storage Pawleys Island SC Two, LLC

Address: 1146 Canton Street

City/ State/ Zip Code: Roswell, GA 30075

Telephone/Fax: 770-609-8276

E-Mail: jbrooks@reliant-mgmt.com

Signature of Owner / Date: James Brooks 11/11/21

Contact Information:

Name: James Brooks

Address: 1146 Canton Street Roswell, GA 30075

Phone / E-Mail: 770-609-8276 / jbrooks@reliant-mgmt.com

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: Site Design, Inc

Address: 225 Rocky Creek Rd

City / State / Zip Code: Greenville, SC 29615

Telephone/Fax: 864-271-0496

E-Mail: wbolin@sitedesign-inc.com

Signature of Agent/ Date: [Signature] 11/11/21

Signature of Owner /Date: James Brooks 11/11/21

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: _____

11,000 sf Mini-Storage Facility with outdoor boat/rv storage.

Reason for amendment request: Change of use for Phase III

Original PD had this parcel (Phase III) listed as 20,000 sf of office. The proposed use is a self storage facility

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.*).

PROPERTY OWNERNAME	TMS	ADDRESS
SOUTH STATE BANK C/O PROPERTY SERVICES	04-0155-001-01-02	2400 MALL DR SUITE 100, CHARLESTON, SC 29406
PALMETTO GOODWILL	04-0155-012-00-00	2150 EAGLE DRIVE, BUILDING 100, NORTH CHARLESTON, SC 29406
PALMETTO GOODWILL	04-0155-009-00-00	2150 EAGLE DRIVE, BUILDING 100, NORTH CHARLESTON, SC 29406
SHOPS OF OAK LEA PROP OWN ASSOCIATION	04-0155-002-31-00	PO BOX 486, PAWLEYS ISLAND, SC 29585
ISLAND INVESTORS LTD OF PI	04-0155-002-32-00	PO BOX 540, PAWLEYS ISLAND, SC 29585
ISLAND INVESTORS LTD PAWLEYS	04-0155-002-33-00	PO BOX 486, PAWLEYS ISLAND, SC 29585
PITTS FAMILY LTD PARTNERSHIP	04-0155-002-34-00	PO BOX 825, PAWLEYS ISLAND, SC 29585
PITTS FAMILY LTD PARTNERSHIP	04-0155-002-35-00	PO BOX 825, PAWLEYS ISLAND, SC 29585
PKKN LLC	04-0155-001-01-06	64 BUSINESS CENTER DR., PAWLEYS ISLAND, SC 29585
MASW LLC	04-0155-001-01-07	PO BOX 4209, PAWLEYS ISLAND, SC 29585
THE CITIZENS BANK	04-0155-001-01-00	124 E. MAIN STREET, OLANTA, SC 29114
MLF HOLDINGS, LLC	04-0155-001-01-04	PO BOX 495, PAWLEYS ISLAND, SC 29585
UNITED STATES POSTAL SERVICE	04-0155-001-01-03	10933 OCEAN HWY, PAWLEYS ISLAND, SC 29585
SOUTH ATLANTIC BANK	04-0158-046-00-00	630 - 29TH AVENUE NORTH, MYRTLE BEACH, SC 29577
E KENDALL ROY LLC	04-0158-001-04-09	13 LEAMINGTON COURT, HILTON HEAD, SC 29928
PALMETTO HERITAGE BANK & TRUST	04-0158-001-04-00	PO BOX 3788, PAWLEYS ISLAND, SC 29585
GEORGETOWN CO WATER & SEWER	04-0155-001-01-01	PO DRAWER E, GEORGETOWN, SC 29442
HOUSTON T DARLING	04-0158-001-16-02	117 WEST 5TH STREET, FREDERICK, MD 21701
MONICA RONCAGLIOLO	04-0158-001-12-01	76-1 RATTAN CIRCLE, PAWLEYS ISLAND, SC 29585
MANNELLA CHERYL TRUSTEE C/O DOLORES SWANK	04-0158-001-02-01	196 RED ROSE BLVD UNIT 1, PAWLEYS ISLAND, SC 29585
MATTHEW T & KAREN D SWANK	04-0158-001-02-02	7251 E. MAIN STREET, WESTFIELD, NY 14787
LISZEWSKI STANLEY	04-0158-001-01-01	184 RED ROSE BLVD UNIT 1, PAWLEYS ISLAND, SC 29585
EDWARD A CRAWFORD	04-0158-001-01-02	184-2 RED ROSE BLVD, PAWLEYS ISLAND, SC 29585
THOMAS A & JOAN M LYNCH	04-0158-001-12-02	76-2 RATTAN CIR, PAWLEYS ISLAND, SC 29585
JOANNA G MANCUSO & JOE GALLO	04-0158-001-13-01	62-1 RATTAN CIR, PAWLEYS ISLAND, SC 29585
CATHERINE L HATFIELD	04-0158-001-13-02	62-2 RATTAN CIR, PAWLEYS ISLAND, SC 29585
JANIS H. SPEARMAN	04-0158-001-14-01	34-1 RATTAN CIR, PAWLEYS ISLAND, SC 29585
RUSSELL E. & VIRGINIA A. CARTER	04-0158-001-14-02	34-2 RATTAN CIR, PAWLEYS ISLAND, SC 29585
DAVID C. GUERIN SR. & JOYCE A. GUERIN	04-0158-001-15-01	26-1 RATTAN CIR, PAWLEYS ISLAND, SC 29585
GARY M. GLASSMAN & LINDA I. LUBRANT	04-0158-001-15-02	26-2 RATTAN CIR, PAWLEYS ISLAND, SC 29585
JAMES A. & TAMARA D. MAYS	04-0158-001-16-01	10038 TANYA COURT, ELLICOTT, MD 21042
ROSE RUN HOA, INC.	04-0158-001-16-00	PO BOX 3340, FORT MILL, SC 29716
ROSE RUN HOA, INC.	04-0158-001-15-00	PO BOX 3340, FORT MILL, SC 29716
ROSE RUN HOA, INC.	04-0158-001-14-00	PO BOX 3340, FORT MILL, SC 29716
ROSE RUN HOA, INC.	04-0158-001-13-00	PO BOX 3340, FORT MILL, SC 29716
ROSE RUN HOA, INC.	04-0158-001-12-00	PO BOX 3340, FORT MILL, SC 29716
ROSE RUN HOA, INC.	04-0158-001-02-10	PO BOX 3340, FORT MILL, SC 29716
ROSE RUN HOA, INC.	04-0158-001-01-02	PO BOX 3340, FORT MILL, SC 29716
MABEL MEYZKE LINO ET AL & DORIS G. ALSTON C/O THERESA LINO	04-0155-001-02-00	PO BOX 1326, PAWLEYS ISLAND, SC 29585
WILLIE J. FORD ET AL & CONSTANCE BRUNSON C/O BETTY FORD	04-0154-022-00-00	293 UNION CHURCH RD., SALTERS, SC 29590
HERMAN J. FORD & ASHLEY W. FORD AS TRUSTEE C/O CARLETHIA JENKIN	04-0155-001-00-00	PO BOX 897, PAWLEYS ISLAND, SC 29585
WILLIE J. FORD ET AL & CONSTANCE BRUNSON C/O BETTY FORD	04-0154-021-00-00	293 UNION CHURCH RD., SALTERS, SC 29590
MIDGARD SELF STORAGE PAWLEYS ISLAND SC LLC	04-0155-021-00-00	1146 CANTON STREET, ROSWELL, GA 30075
MIDGARD SELF STORAGE PAWLEYS ISLAND SC LLC	04-0155-023-00-00	1146 CANTON STREET, ROSWELL, GA 30075
KEEFERCO MANAGEMENT LLC	04-0155-025-00-00	3066 WAVERLY ROAD, PAWLEYS ISLAND, SC 29585
MARHAYGUE LLC C/O MR. GUERRY GREEN	04-0155-017-00-00	1 BETTER WAY, GEORGETOWN, SC 29440
MARHAYGUE LLC	04-0155-016-00-00	8 LACHICOTTE LANE, PAWLEYS ISLAND, SC 29585
GOLDFINCH WINSLOW HOLDINGS, LLC	04-0155-001-01-11	11943 GRANDHAVEN DRIVE, STE A, MURRELLS, INLET, SC 29576

[EXTERNAL]- Meeting 16 December 2021, James Brooks Midgrade Self Storage Pawley's Island

mscathyj57@gmail.com <mscathyj57@gmail.com>

Wed 12/15/2021 4:29 PM

To: Judy Blankenship <jblankenship@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.

Planning Commission,

Request that James Brooks request be denied to put any more Storage Units in the area. If this request is denied it will save over 25 trees and will preserve the natural habitat for the remaining animals and humans. The building of another storage unit in this area will also block the entrance to residents property.

Carlethia Jenkins
Vernon Jenkins Sr
Cathy Jenkins
Vernon Jenkins Jr.
Erick Jenkins
Howard Blye
Christopher Grate
Dwayne Grate
Brittney Alston
Rashaune Jenkins

// Signed by all above//

[EXTERNAL]- Ford Property

Howard Blye <captainblye47@gmail.com>

Thu 12/16/2021 10:41 AM

To: Judy Blankenship <jblankenship@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 Howard Blye one of the heirs of the Ford Property on Pawley's Island S.C. object to the building on are near the Ford Property respectfully Yours (Howard Blye)

Fw: [EXTERNAL]- Zoning Mid-Guard

Holly Richardson <hrichardson@gtcounty.org>

Thu 12/16/2021 4:35 PM

To: Judy Blankenship <jblankenship@gtcounty.org>

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

From: Donna <donna13k@hotmail.com>
Sent: Thursday, December 16, 2021 4:04 PM
To: Holly Richardson <hrichardson@gtcounty.org>
Subject: [EXTERNAL]- Zoning Mid-Guard

[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.

Hello Mr. Richardson ,
I own a home in Rose Run . My name is Donna Kominsky . I am opposing the zoning change requested by Mid-Guard to expand and put in more storage units .

Thank you ,
Donna Kominsky
Red Rose Blvd

Get [Outlook for iOS](#)



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Wes Boylin, Site Design as agent for James Brooks, Midgard Self Storage to amend the Plantation Federal Planned Development (PD) to add Self Storage to the list of uses for Parcel B-2. The Plantation Federal PD is located on the west side of Highway 17 in Pawleys Island. Parcel B-2 is located along the rear of the PD adjacent to Library Lane. Part of Tax Map Number 04-0155-001-01-11. Case Number AMPD 11-21-29454.

The Planning Commission will be reviewing this request on **Thursday, December 16, 2021 at 5:30 p.m. in County Council Chambers located at 129 Screven 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: jblankenship@gtcounty.org

Plantation Federal PD
Property Location
AMPD 11-21-29454

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

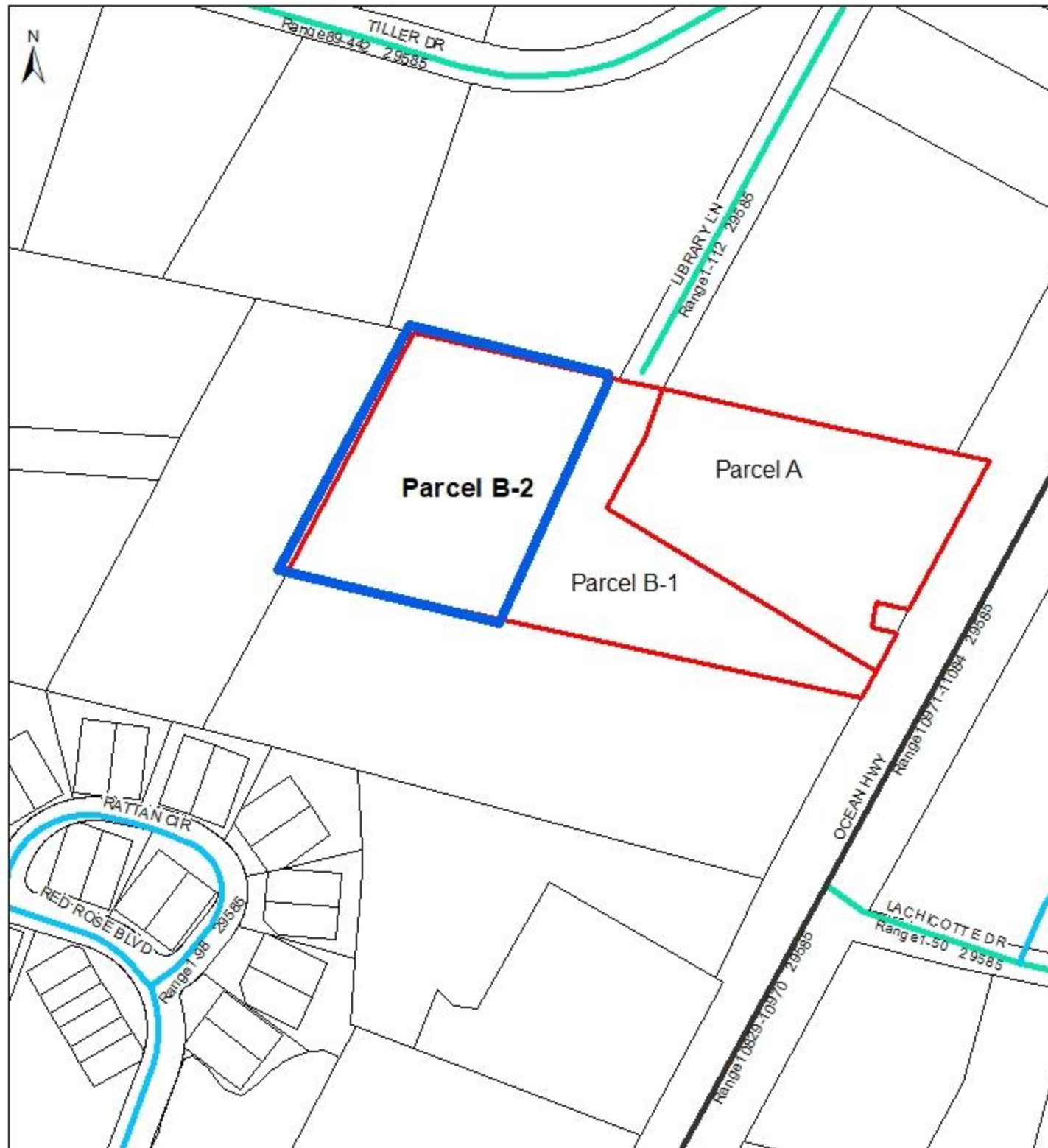
— Plantation Federal PD

— Lot Lines

— Railroads

◆ Landmarks

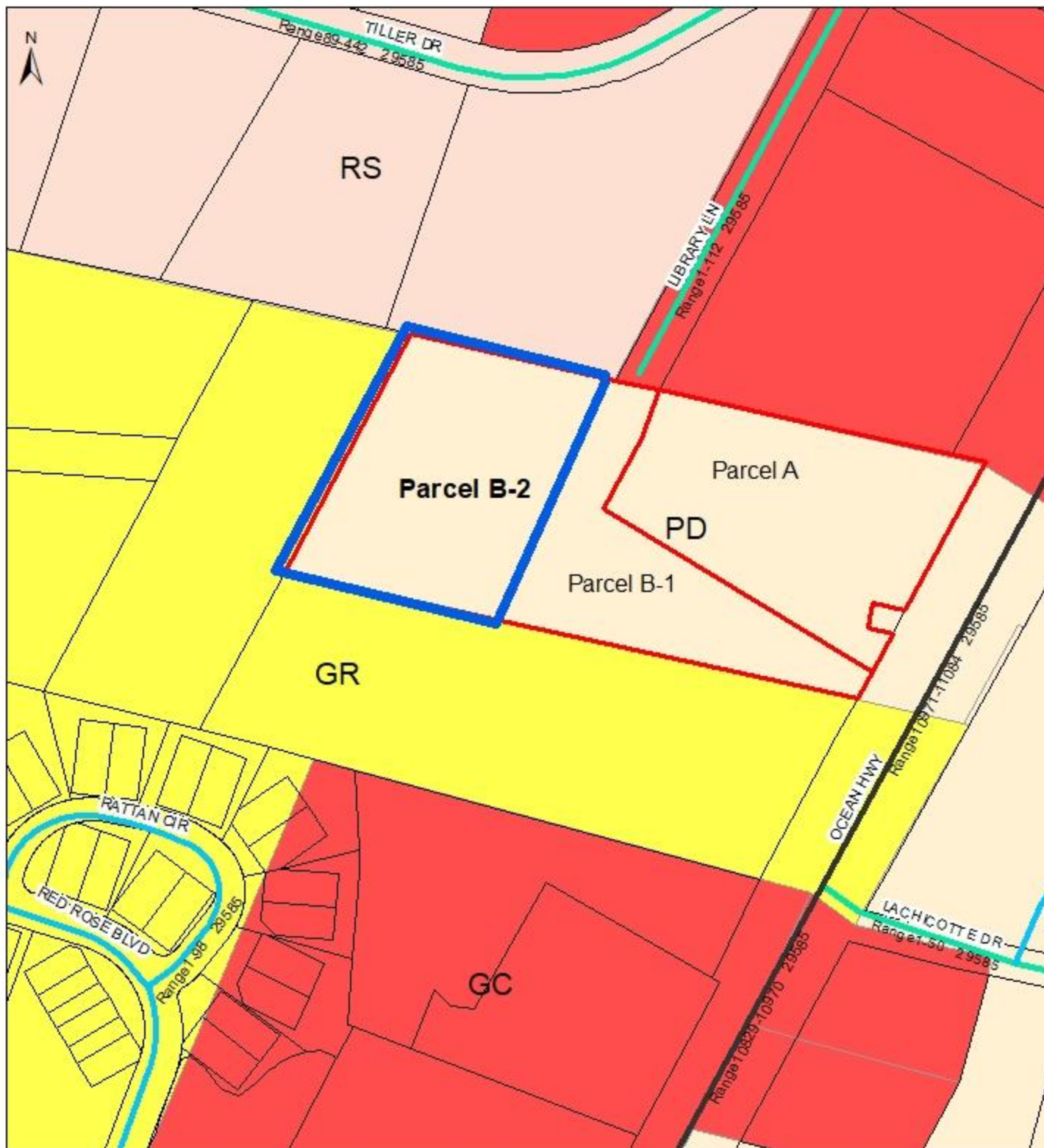
— Municipalities



0 55 110 220 330 440 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.

Plantation Federal PD Property Zoning AMPD 11-21-29454



Legend

Streets

all other values

Maintained By

County

Private

State

Plantation Federal PD

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

GP

PA

PA/C

PA/M

GC

GR

GR/R

HI

LI

MR/P

MR/IO

NC

OC

PR

PD

RI

RI/2AC

RI/O

RI/A/C

RQ

RD/4AC

RS

RS

RC

RG

RR

RS

RV/C

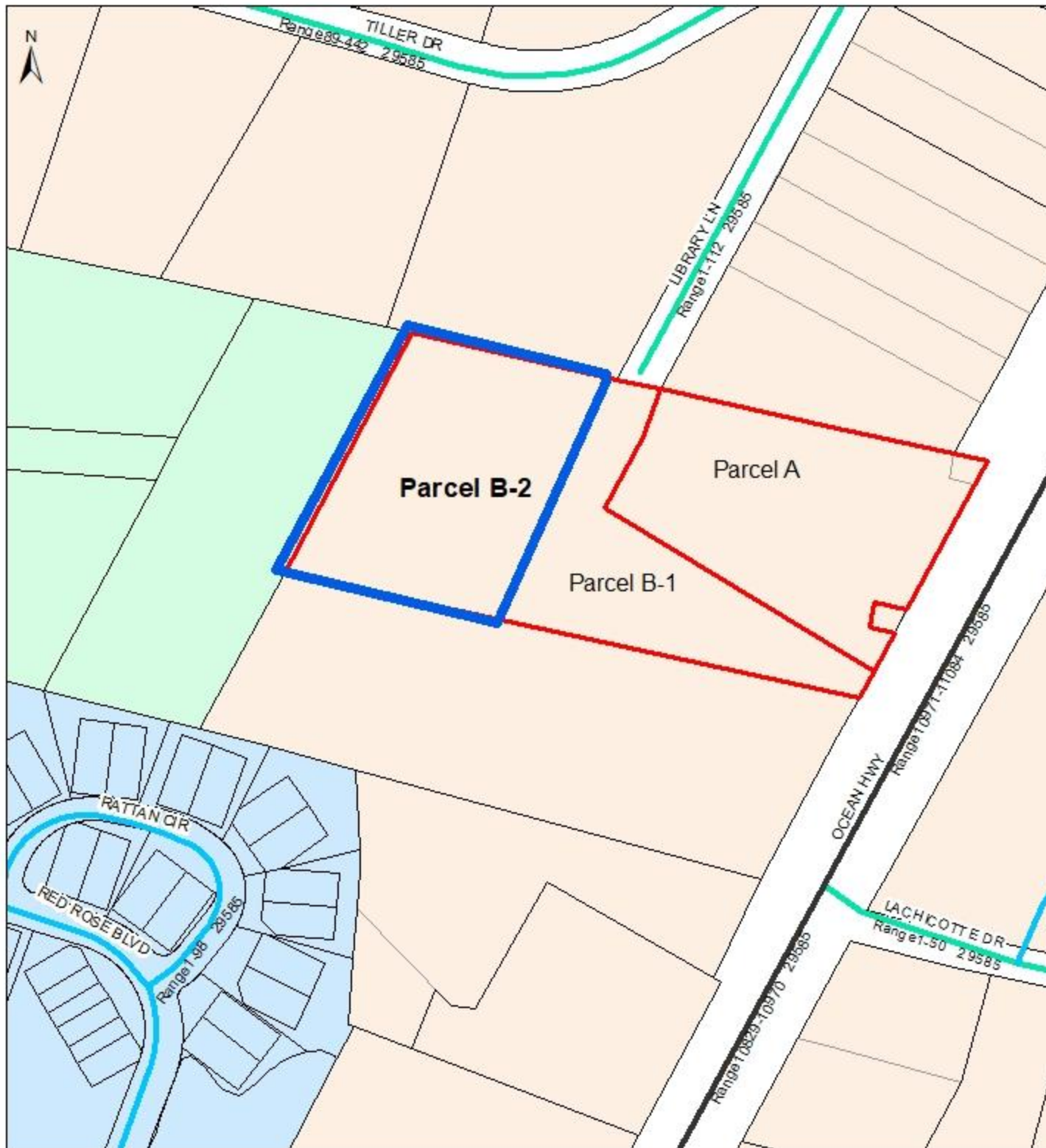
VR/IO

Municipalities

0 55 110 220 330 440 Feet

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Plantation Federal PD
Property FLU
AMPD 11-21-29454



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Plantation Federal PD

Lot Lines

Railroads

Landmarks

Future Landuse

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 55 110 220 330 440 Feet

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Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

▭ Plantation Federal PD

▭ Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

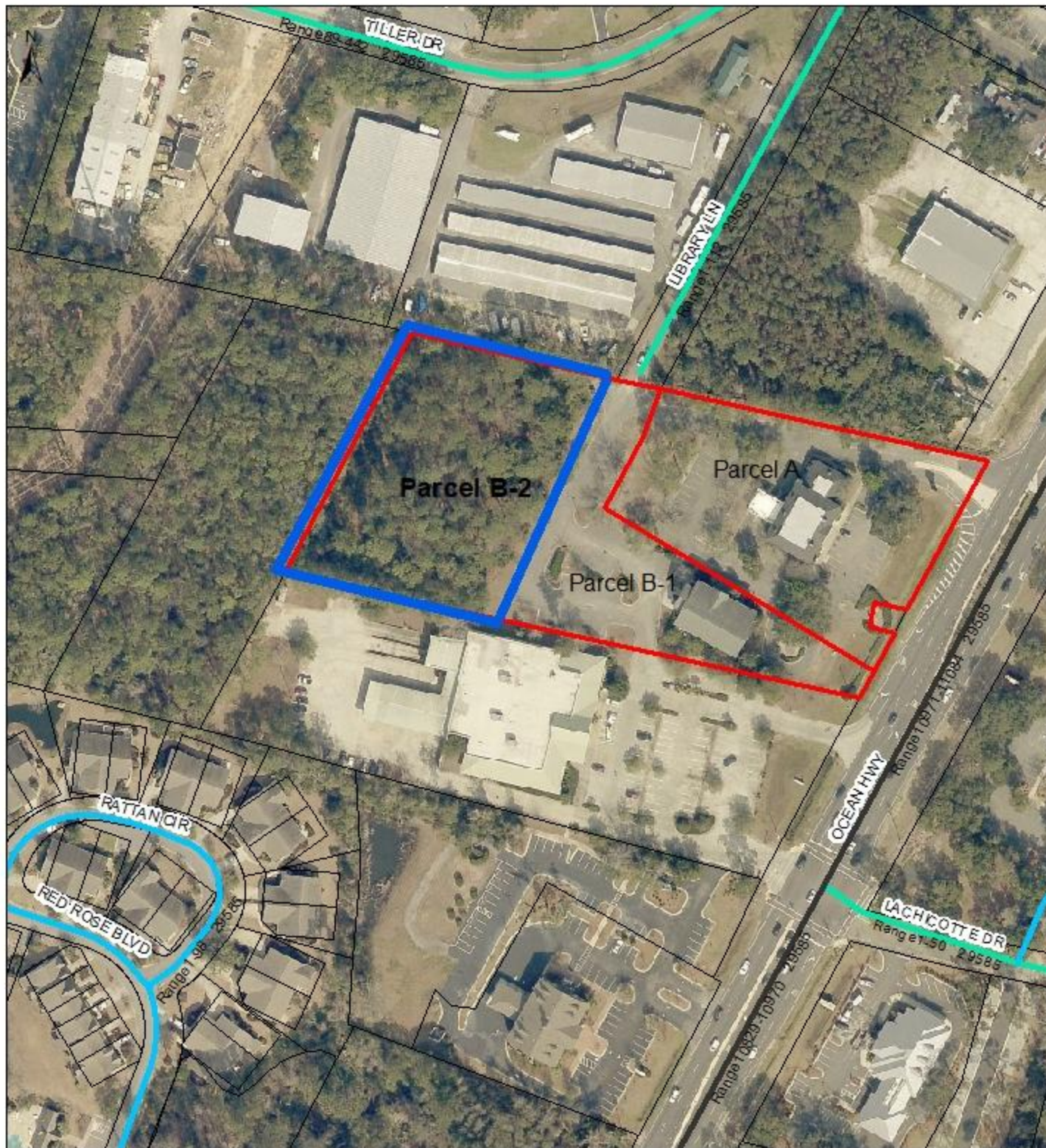
Green: Band_2

Blue: Band_3

▭ Municipalities

0 55 110 220 330 440 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.



Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Plantation Federal PD

□ Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

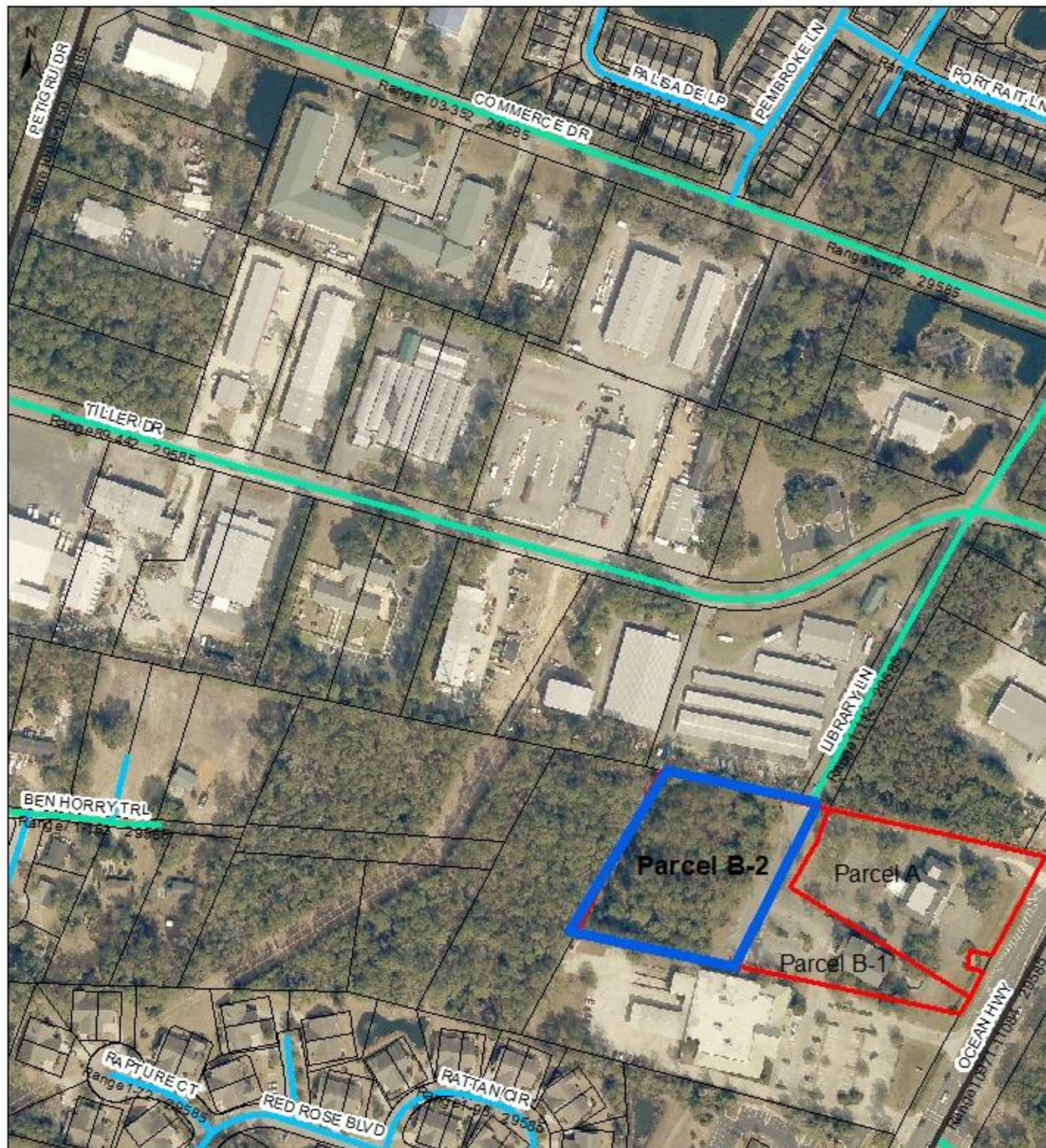
RGB

Red: Band_1

Green: Band_2

Blue: Band_3

□ Municipalities



0 80 160 320 480 640 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.

- REFERENCES:
1. PLAT SHOWING A SURVEY FOR CEDAR GROVE PROPERTIES, DATED FEBRUARY 15, 1988, BY SUR-TECH, INCORPORATED, AND RECORDED IN PLAT BOOK 9, PAGE 361.
 2. PLAT SHOWING A 4.80 ACRE PARCEL, DATED JANUARY 1, 2014, BY CUNNINGHAM LAND SURVEYING, LLC, AND RECORDED IN PLAT SLIDE 758, PAGE 1.
 3. DEED RECORDED IN RECORD BOOK 2456, PAGE 49.
 4. GEORGETOWN COUNTY TAX MAP 04-0155-001-01-11.

- NOTES:
1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL 450085 0278 E, REVISED OCTOBER 16, 1992.
 2. AREA WAS DETERMINED BY COORDINATE METHOD.
 3. ALL PROPERTY CORNERS SET ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
 4. OWNER OF RECORD: TGR, LLC
200 SOUTH MEETING STREET
GEORGETOWN, SC 29440
 5. ZONED: PD
PD BUILDING SETBACKS: FRONT = 35' (90' ON U.S. HWY. 17)
SIDE = 10' (25' ON EXTERIOR PUD LOT LINE)
REAR = 15'
 6. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.
 7. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RE-CERTIFICATION BY CUNNINGHAM LAND SURVEYING, LLC.
 8. THIS SURVEY IS NULL AND VOID IF EMBOSSED SEAL AND SIGNATURE ARE ABSENT.
 9. ALL BEARINGS AND COORDINATED SHOWN HEREON ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM 1983. DISTANCES SHOWN HEREON ARE HORIZONTAL (GROUND) DISTANCES, NOT GRID DISTANCES.

TRACT C-3, FORD ESTATES
MAGEL MEYER LINO, ET AL
TMS 04-0155-001-02-00

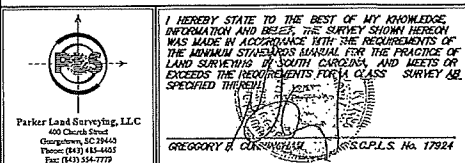
PARCEL B-2
1.83 Acres
78,663 Sq. Feet

UNITED STATES POSTAL SERVICES
TMS 04-0155-001-01-03

SPECIAL NOTE:
PARCELS A, B-1, AND B-2 ARE SUBJECT TO ALL ACCESS EASEMENTS AS PUT FORTH IN RECORD BOOK 2354, PAGES 189-202. THESE EASEMENTS AFFECT ALL EXISTING "ASPHALT" AND GIVE OWNERS OF PARCELS A, B-1 AND B-2 RIGHTS TO ACCESS FOR INGRESS/EGRESS MUTUALLY BETWEEN THE SEPARATE PARCELS.

LEGEND:

IPF=IRON PIPE FOUND
IRF=IRON REBAR FOUND
IPS=IRON PIPE SET
EB=ELECTRICAL BOX
TP=TELEPHONE PEDestal
CB=CATCH BASIN
FP=FLAG POLE
SOD=SEWER CLEAN-OUT
WV=WATER VALVE
FH=FIREFIGHTER
CH=CHURCH INLET
SMH=SEWER MANHOLE



CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

(NAME) _____ (SIGNED) _____ (DATE) _____
(NAME) _____ (SIGNED) _____ (DATE) _____
(NAME) _____ (SIGNED) _____ (DATE) _____
(NAME) _____ (SIGNED) _____ (DATE) _____

I hereby certify that the subdivision plat shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variance, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Register of Deeds.

Dated 8/21/2020
[Signature]
Planning Signature
[Signature]
Planning Signature

0 40 80 120

**CERTIFICATION OF APPROVAL
OF PUBLIC WATER & SEWER SYSTEM**

I hereby certify that a public water & sewer system is installed, or is proposed to be installed (DHEC Permit # NA) for the above lot or lots, and fully meets the requirements of DHEC and Georgetown County Water and Sewer District.

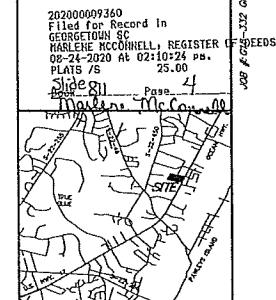
Date 8/20/20
[Signature]
Authorized Representative

**SUBDIVISION PLAT
SHOWING A DIVISION OF PARCEL B
INTO PARCELS B-1 and B-2,
BEING A PORTION OF THE
PLANTATION FEDERAL PD,
LOCATED ON U.S. HIGHWAY 17**

PREPARED FOR
TGR, LLC

LOCATED IN PAWLEYS ISLAND,
GEORGETOWN COUNTY, SOUTH CAROLINA

DATE: AUGUST 14, 2020
SCALE: 1" = 40'



	DATE	DESCRIPTION	SQ. FT.	ACRES	PERCENTAGE	TOTAL	PHASE
2A	COMPLETE	OFFICE	5788 S.F.	0.20 AC±	-	1 SP. PER 250 S.F.	23
2B	JANUARY 1998	ATM	2772 S.F.	1.77 AC±	-	1 SP. PER 250 S.F.	11
2C	APRIL 2000	OFFICE	5000 S.F.	-	-	1 SP. PER 250 S.F.	20
		RETAIL					
		FLOOR (80%)	4000 S.F.			1 SP. PER 150 S.F.	27
		STORAGE (20%)	1000 S.F.			1 SP. PER 200 S.F.	5
3	APRIL 2003	OFFICE	20000 S.F.	1.33 AC±	-	1 SP. PER 250 S.F.	80
4	* APRIL 2008	OFFICE	2500 AC±	0.0 AC±	-	1 SP. PER 250 S.F.	10
		TO BE REPLACED WITH PARKING					
		WHEN PHASE 4 IS COMPLETED.					
		TOTAL					209
							212

USE	AREA
BUILDINGS	0.56 ACRES±
LAKES	0.41 ACRES±
DRIVEWAYS	1.14 ACRES±
PARKING	0.83 ACRES±
WALKS	0.20 ACRES±
LANDSCAPED AREAS	1.76 ACRES±
TOTAL	4.90 ACRES±

- NOTES:**
1. INGRESS AND EGRESS SHALL BE VIA U.S. HIGHWAY 17 AND LIBRARY LANE.
 2. MAXIMUM STRUCTURE HEIGHT IS 35 FEET FROM FINISHED GRADE.
 3. FIELD SURVEY INCLUDING WETLANDS, TOPOGRAPHY, AND TREES BY ENGINEERING AND TECHNICAL SERVICES, INC. DATED SEPTEMBER 13, 1996.
 4. THE BUFFER WILL BE A NATURAL OR PLANTED AREA, CHARACTERIZED BY INDICIOUS EVERGREEN PLANT MATERIAL, ABOVE EYE LEVEL (6') AND WILL PROVIDE A VISUAL SCREEN FROM THE ADJACENT RESIDENTIAL PROPERTIES.
 5. EACH UNIT WILL BE IDENTIFIED BY A 18"x24" WALL SIGN.
 6. MINIMUM SEPARATION BETWEEN BUILDINGS SHALL BE 20 FEET.

PAVING FOR PHASE 2B

SITE:

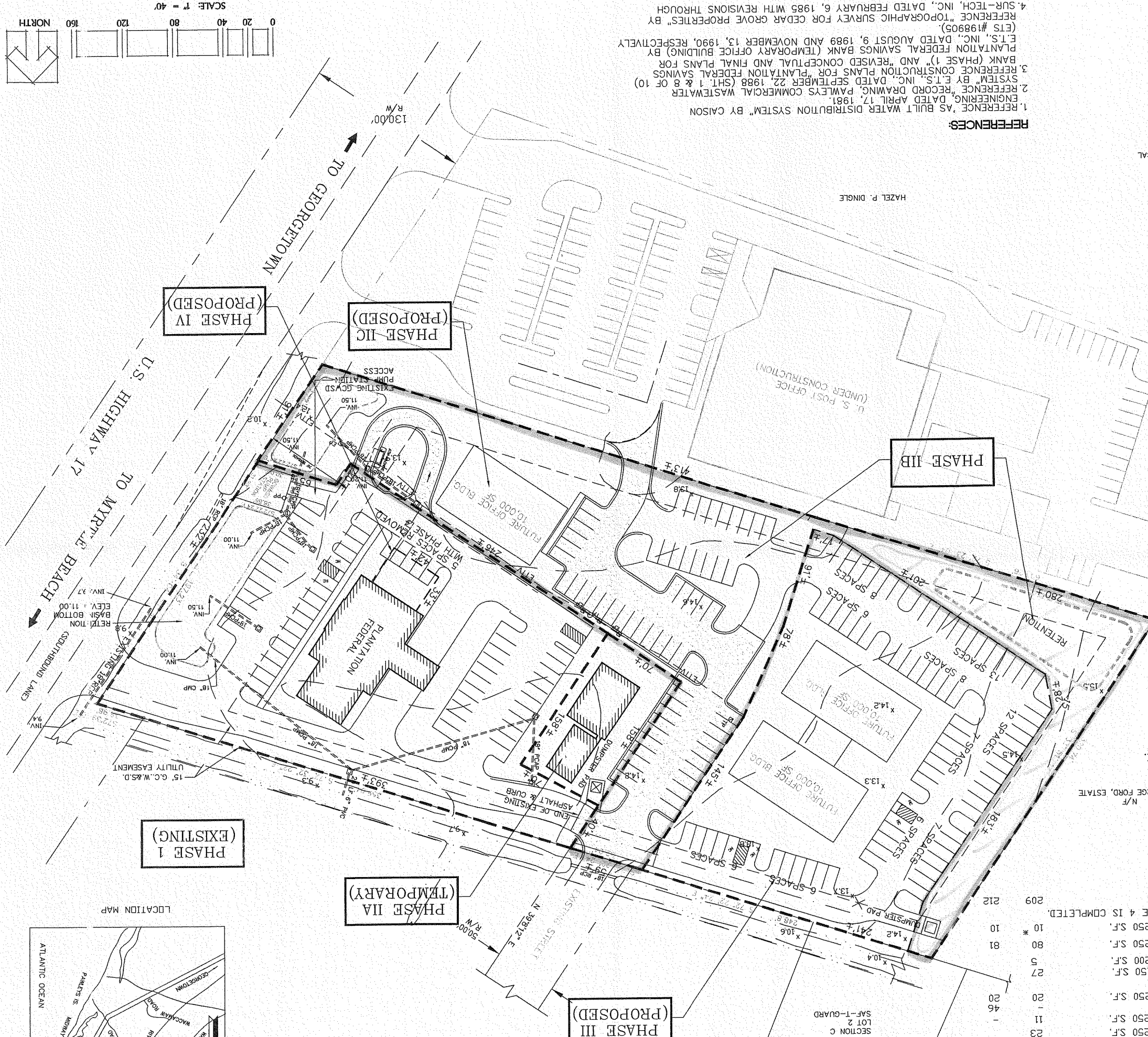
- | | |
|------------------------------|-----|
| RIGHT-OF-WAY | --- |
| TRAFFIC FLOW ARROW | ← |
| PROPERTY LINE | --- |
| EXISTING DITCH TOP OF BANK | --- |
| EASEMENT LINE | --- |
| EXISTING TELEPHONE LINE | --- |
| EXISTING TV CABLE LINE | --- |
| EXISTING ELECTRIC LINE | --- |
| PHASE LINE | --- |
| PROPERTY CORNER | o |
| EXISTING TELEPHONE PEDESTAL | sp |
| EXISTING ELECTRICAL PEDESTAL | sp |
| POWER POLE | o |

Diagram illustrating a lot layout with setbacks and annotations:

- LOT:** A rectangular lot with dimensions 10.00' (width) and 10.00' (depth).
- SETBACKS:**
 - FRONT SETBACK:** 90' FRONT SETBACK ADJACENT TO US HWY 17
 - REAR SETBACK:** 10' REAR SETBACK
 - SIDE SETBACKS:** 10' SIDE SETBACK (on both left and right sides)
- Annotations:**
 - MINIMUM LOT WIDTH 60'** (indicated by a dimension line across the front setback area)
 - MINIMUM LOT STANDARD 10.00' (NOT TO SCALE)** (indicated by a dimension line across the top setback area)
 - STREET** (labeled at the top of the lot)
 - FRONT** (labeled on the left side of the lot)
 - REAR** (labeled on the right side of the lot)
 - SIDE** (labeled on the top side of the lot)
- Textual Description:**

THE 10' SIDE SETBACK WILL BE MAINTAINED FOR THE FIRST 20' OF VERTICAL CONSTRUCTION. CONSTRUCTION ABOVE 20 WILL REQUIRE AN ADDITIONAL 1' OF SETBACK FOR EACH 2.5' OF VERTICAL CONSTRUCTION UNTIL THE MAXIMUM VERTICAL CONSTRUCTION ELEVATION OF 35' IS ACHIEVED. CORNER LOT SETBACK SHALL BE 50% GREATER THAN THE MINIMUM SIDE YARD REQUIREMENT.

- REFERENCES:**
1. REFERENCE "AS BUILT WATER DISTRIBUTION SYSTEM" BY CAISON ENGINEERING, DATED APRIL 17, 1981.
 2. REFERENCE "RECORD DRAWING, PAWLEY'S COMMERCIAL WASTEWATER SYSTEM," BY E.T.S. INC. DATED SEPTEMBER 22, 1988 (SHT. 1 & 8 OF 10)
 3. REFERENCE CONSTRUCTION PLANS FOR "PLANTATION FEDERAL SAVINGS BANK (PHASE 1)" AND "REVISED CONCEPTUAL AND FINAL PLANS FOR PLANTATION FEDERAL SAVINGS BANK (TEMPORARY OFFICE BUILDING) BY E.T.S. INC. DATED AUGUST 9, 1989 AND NOVEMBER 13, 1990, RESPECTIVELY (E.T.S. #198905).
 4. REFERENCE "TOPOGRAPHIC SURVEY FOR CEDAR GROVE PROPERTIES" BY SUR-TECH, INC., DATED FEBRUARY 6, 1985 WITH REVISIONS THROUGH MAY 27, 1987.



PLANNING/DESIGN RESOURCES
P. O. BOX 1813
49 LIBRARY LANE
PAWLEE'S ISLAND, SOUTH CAROLINA 29585
(843) 737-8640
(843) 737-8640, FAX (843) 237-1029

**REVISED CONCEPTUAL &
FINAL PLAN, PHASE 2
PLANTATION FEDERAL P.U.D.**

Revisions

OCTOBER 29, 1997
NOVEMBER 28, 1997
JANUARY 13, 1998

DEVELOPED BY:

PLANTATION FEDERAL P.U.D.

FINAL PLAN, PHASE 2

REVISED CONCEPTUAL &

DATE MAY 27, 1997

JOB NUMBER 970318

PLANNING/DESIGN RESOURCES

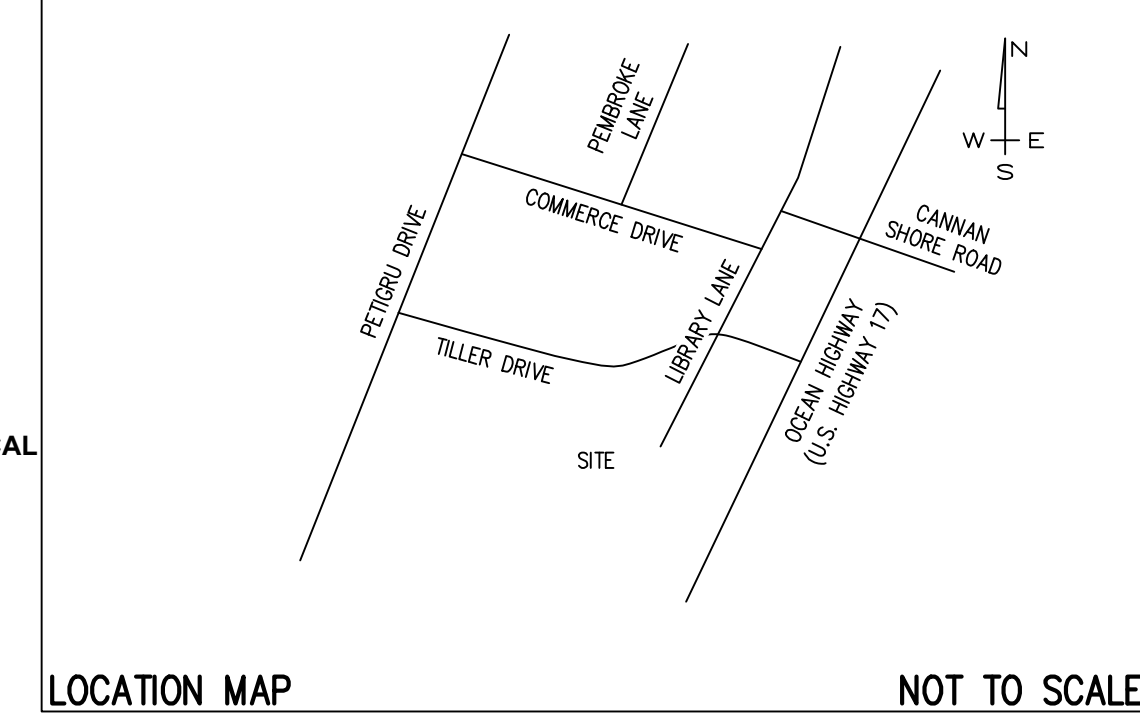
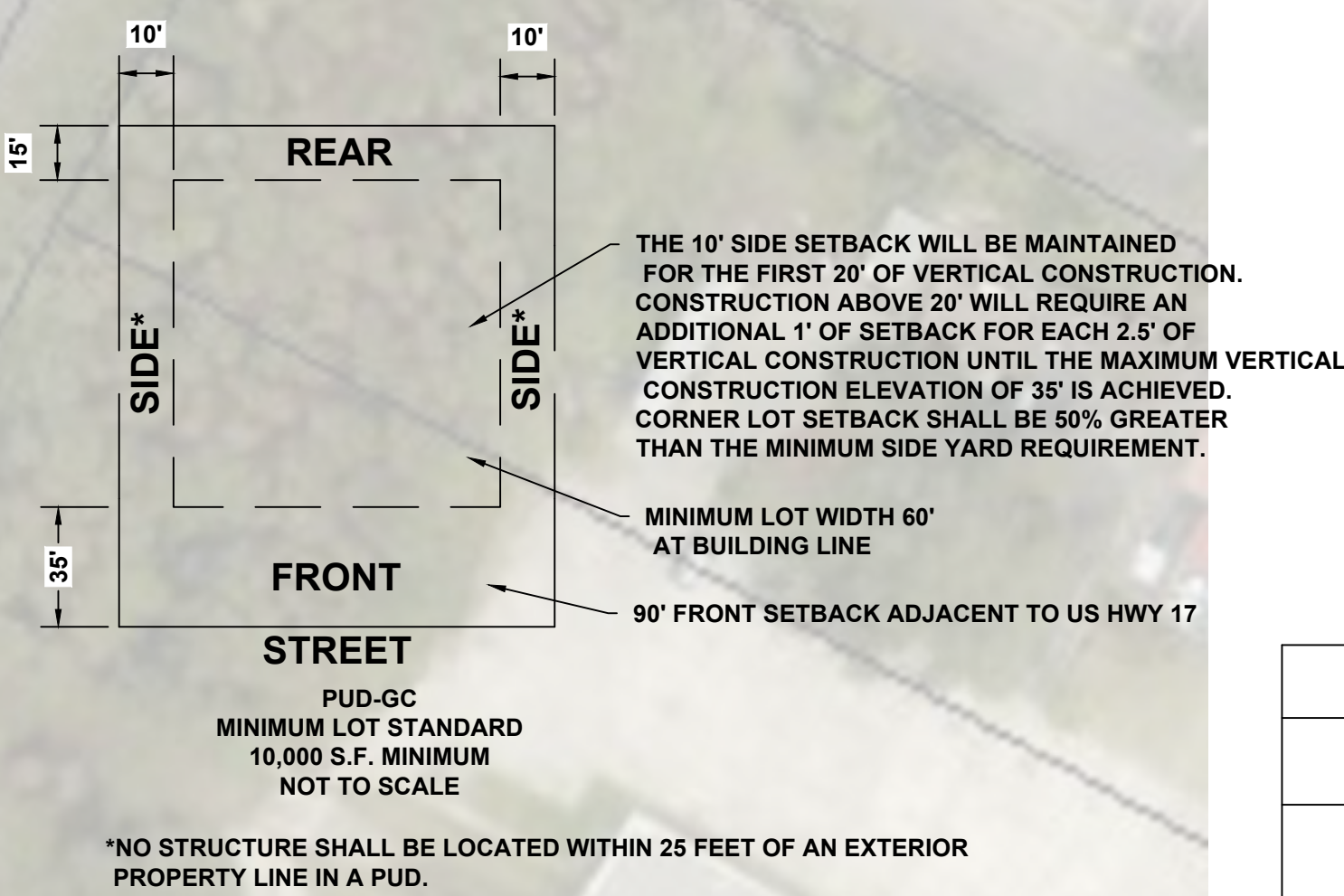
P. O. BOX 1813
49 LIBRARY LANE
PAWLEY'S ISLAND, SOUTH CAROLINA 29565
(843) 237-8640 FAX (843) 237-1029

LAND PLANNING

—

SHEET 1 OF 1





SITE DATA	
SITE ADDRESS	205 TILLER DR. PAWLEYS ISLAND, SC 29585
OWNER/DEVELOPER	VALSTON, LLC 336 GEORGIA AVE. NORTH AUGUSTA, SC 29841 CONTACT: RAY GOOD
CIVIL ENGINEER	SITE DESIGN, INC. 225 ROCKY CREEK ROAD GREENVILLE, SC 29615
ZONING	PD
PROPOSED USE	SELF STORAGE (INDOOR / OUTDOOR)
TAX MAP #	PART TM# 04-0155-001-01-11
PARCEL AREA	1.83 ACRES
SETBACKS	FRONT: 35' (90' ON US HWY 17) SIDES: 10' (25' ON EXT. PD LOT LINE) REAR: 15' (25' ON EX. PD LOT LINE)

DEVELOPMENT SUMMARY AND PARKING REQUIREMENTS								
PHASE	DATE OF COMPLETION	USE	AREA	DESCRIPTION	PARKING REQUIREMENT	SPACES REQUIRED	SPACES PROVIDED	
1	COMPLETE	BANK	1.60 AC±	10 EMPLOYEES	1 SP. PER EMPLOYEE ON L.S.	10	56	
				4500 S.F.	1 SP. PER 200 S.F.	23		
		OFFICE		5788 S.F.	1 SP. PER 250 S.F.	23		
2A-TEMPORARY	COMPLETE/REMOVED	OFFICE	0.20 AC±	2772 S.F.	1 SP. PER 250 S.F.	-	-	
2B	COMPLETE	ATM	1.77 AC±	-	-	-	-	
2C	COMPLETE	OFFICE	-	10000 S.F.	1 SP. PER 250 S.F.	40	-	
PHASE 2 TOTAL						40	46	
3	2022	STORAGE FACILITY	1.33 AC±	11000 S.F.	1 SP. PER 4000 GFA, NO OFFICE	3	4	
4	UNKNOWN	OFFICE	0.0 AC±	2500 S.F.	1 SP. PER 250 S.F.	10*	10	
				* PHASE 2A OFFICE SPACE TO BE REPLACED WITH PARKING WHEN PHASE 4 IS COMPLETED.				
				TOTAL			112	118
				Percent Impervious Area			65%	

<u>USE</u>	<u>AREA</u>
BUILDINGS	0.60 ACRES ±
LAKES	0.41 ACRES±
DRIVEWAYS	1.61 ACRES±
PARKING	0.78 ACRES±
WALKS	0.2 ACRES ±
LANDSCAPED AREAS	1.3 ACRES ±
TOTAL	4.90 ACRES±

- | SYMBOLS | | ABBREVIATIONS | |
|------------|-----------------------------|---------------|--------------------------|
| CS | □ CATCH BASIN | BL | BUILDING LINE |
| DI | ■ DROP INLET | CL | CENTERLINE |
| | ELEC. TRANSFORMER | CT | CRIMP TAP |
| x 90.0 | ELEVATION (EXIST. GRADE) | DE | DRAINAGE EASEMENT |
| x 90.0 | ELEVATION (FINISH GRADE) | EP | EDGE OF PAVEMENT |
| ⛑ | FIRE HYDRANT | FFE | FINISHED FLOOR ELEVATION |
| ⛑ | GAS METER | FG | FINISHED GRADE |
| ⛑ | GAS VALVE | IE | INVERT ELEVATION |
| ⛑ | IRON PIN | IPS | IRON PIN SET |
| LP | LIGHT POLE | IPD | IRON PIN OLD |
| MHS | MANHOLE (BELLSOUTH) | N&C | NAIL & CAP |
| MHSD | MANHOLE (SD) | OT | OPEN TAP |
| MHSS | MANHOLE (SS) | RB | REBAR |
| PP | POWER POLE | RC | REINFORCED CONCRETE PIPE |
| TEL | TELEPHONE | R/W | RIGHT OF WAY |
| W | WATER METER | SE | SANITARY SEWER EASEMENT |
| WV | WATER VALVE | SL | SETBACK LINE |
| | STORMWATER FLOW | VCP | VITRIFIED CLAY PIPE |
| → | TRAFFIC FLOW | | |
| LINE TYPES | | | |
| -CTV | CABLE TV | -SS | SANITARY SEWER - EXIST. |
| -X | CHAIN LINK FENCE (PROPOSED) | -SS | SANITARY SEWER - NEW |
| -X | CHAIN LINK FENCE (EXISTING) | -S | SILT FENCE |
| -680- | CONTOURS - EXIST. GRADE | -SD | STORM SEWER - EXIST. |
| -(676)- | CONTOURS - FINISHED GRADE | -S | STORM SEWER - NEW |
| -FC | FIBER OPTIC | -UG | UNDERGROUND PIPE |
| -FM | FORCE MAIN | -UGT | UNDERGROUND TEL. |
| -GA | GAS LINE | -W | WATER LINE - EXIST. |
| -OHP | OVERHEAD POWER | -W | WATER - NEW |
| -OHT | OVERHEAD TELEPHONE | -W | WOOD FENCE |
| -RD | ROOF DRAIN - NEW | -IPDS | LIMITS OF DISTURBANCE |

Item Number: 12.d
Meeting Date: 1/11/2022
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 22-04 – An amendment of the Comprehensive Plan, Future Land Use Map, to designate a parcel of property identified as TMS #03-1006-017-03-00, and located at 8990 N. Frasier Street, Georgetown County, from Low Density Residential to Commercial.

CURRENT STATUS:

A request to re-designate a 2.31 acre parcel located at 8990 North Frasier Street in Georgetown. The parcel is currently designated as low density residential.

POINTS TO CONSIDER:

On December 16, 2021 the Planning Commission voted 5-0 to recommend rezoning this parcel from General Commercial (GC) and Forest Agriculture/Residential (FA/R) to General Commercial (GC). The commission also voted 5-0 to recommend reclassifying this parcel on the Future Land Use map to Commercial to facilitate this request.

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 22-04 - Amendment to the FLU for property located at 8990 N Fraiser St from lo density residential to commercial	Ordinance
<input type="checkbox"/> FLU map	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 22-04

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING TMS NUMBER 03-1006-017-03-00 LOCATED AT 8990 NORTH FRASIER STREET IN GEORGETOWN FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED:

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of tax map parcel 03-1006-017-03-00 located at 8990 North Frasier in Georgetown from low density residential to commercial, as reflected on the attached map.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2022.

Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

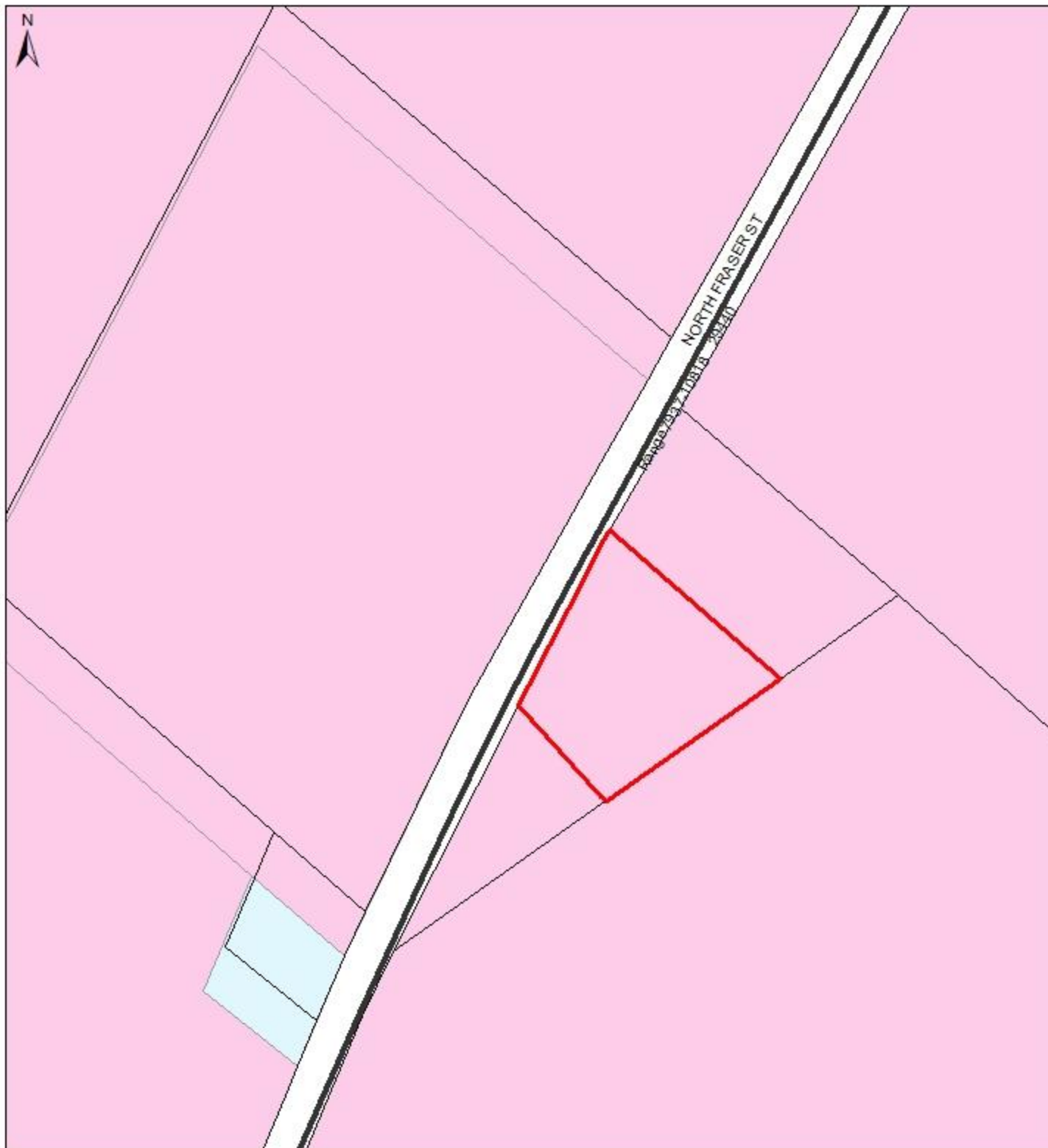
This Ordinance, No. 22-04, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson, III
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



Rauch Performance Turbine, LLC Property FLU REZ 11-21-29391

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Rauch Performance Turbine, LLC

Lot Lines

Railroads

Landmarks

Future Landuse

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 80 160 320 480 640 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.

Item Number: 12.e
Meeting Date: 1/11/2022
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

Ordinance No. 22-05 - To rezone one parcel (2.31 acres) located at 8990 North Frasier Street in Georgetown, identified as TMS # 03-1006-017-03-00, from General Commercial (GC) and Forest Agriculture/Residential (FA/R) to General Commercial (GC).

CURRENT STATUS:

A request from Jim Green, G3 Engineering as agent for Rauch Performance Turbine, LLC to rezone one parcel (2.31 acres) from General Commercial (GC) and Forest Agriculture/Residential (FA/R) to General Commercial (GC). The parcel is located at 8990 North Frasier Street in Georgetown. TMS Number 03-1006-017-03-00. Case Number REZ 11-21-29391.

The 2.31 acre parcel is currently split zoned with General Commercial (GC) in the front and Forest Agriculture/Residential (FA/R) on the rear. The property is currently being used as a repair shop for specific helicopter parts and the owner would like to have the entire parcel zoned General Commercial (GC) in order to expand his existing business.

POINTS TO CONSIDER:

1. The owner is currently using the property as a repair shop for specific helicopter parts and would like to have the entire parcel zoned General Commercial (GC) in order to expand his existing business. The parcel meets the minimum lot area requirement for the GC zoning district which is 10,000 sf.
2. Surrounding tracts to the north, southwest and west are zoned General Commercial (GC). Tracts to the east are zoned Forest Agriculture/Residential (FA/R). Surrounding uses are commercial and vacant tracts.
3. Buffers are not required against proposed commercial and vacant tracts.
4. The FLU map designates this property and the surrounding properties as low density. A change to commercial on the FLU map would be necessary.
5. Staff does not consider this as spot zoning as property to the north, southwest and west are zoned General Commercial. The surrounding area currently contains commercial uses and vacant farmland. A zoning designation of General Commercial would be in keeping with the adjacent uses. If the property is recommended for a change in zoning, staff would recommend changing the FLU map for the entire 2.31 acres to reflect the proper designation of commercial.
6. The Planning Commission held a public hearing at their December 16th meeting. No one but the applicant came forward to speak. The PC recommended approval of the rezoning request with a vote of 5-0

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

1. Approve as recommended by PC.
2. Deny Request.
3. Defer Action.
4. Remand to PC for further study.

STAFF RECOMMENDATIONS:

Approve as recommended by PC.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 22-05 To rezone a parcel located at 8990 N Fraser Street to GC	Ordinance
<input type="checkbox"/> Aerial	Backup Material
<input type="checkbox"/> Application and Attachments	Backup Material
<input type="checkbox"/> Location	Backup Material
<input type="checkbox"/> Zoning	Backup Material
<input type="checkbox"/> FLU	Backup Material
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Boundary	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 22-05

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 03-1006-017-03-00 LOCATED AT 8990 NORTH FRASIER STREET IN GEORGETOWN FROM GENERAL COMMERCIAL (GC) AND FOREST AGRICULTURE/RESIDENTIAL (FA/R) TO GENERAL COMMERCIAL (GC).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 03-1006-017-03-00 LOCATED AT 8990 NORTH FRASIER STREET IN GEORGETOWN FROM GENERAL COMMERCIAL (GC) AND FOREST AGRICULTURE/RESIDENTIAL (FA/R) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2022.

Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 22-05, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson, III
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



Rauch Performance Turbine, LLC
Property Aerial
REZ 11-21-29391

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Rauch Performance Turbine, LLC

Lot Lines

Railroads

Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 80 160 320 480 640 Feet

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RECEIVED ~~NOV 08~~ 2021

RECEIVED NOV 08 2021

REZ 11-21-29391 *JP*

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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 03-1006-017-03-00

Street Address: 8990 North Fraser Street

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 343.15 LF x 396.67 LF / 2.31 AC

Plat Book / Page: Slide 200, Pg. 3A

Current Zoning Classification: GC & FA/R

Proposed Zoning Classification: GC

FLU-LD

Property Owner of Record:

Name: Rauch Performance Turbine, LLC

Address: 123 Black Water Loop

City/ State/ Zip Code: Georgetown, SC 29440

Telephone/Fax Numbers: 602-299-2762

E-mail: Matt@RPT.Aero

Signature of Owner / Date:  / 04 Nov 2021

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: G3 Engineering & Surveying, LLC


Address: P.O. Box 2666

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

Telephone/Fax: 843-237-1001

E-mail: jim@g3engineering.org, peter@g3engineering.org

Signature of Agent/ Date: 

Signature of Property Owner: 

Contact Information:

Name: James H. Green, P.E., Peter Strother

Address: P.O. Box 2666, Pawleys Island, SC 29585

Phone / E-mail: 843-237-1001, jim@g3engineering.org, peter@g3engineering.org

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 are addressed 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 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 is going 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.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.

Subject Property

TMS #: 03-1006-017-03-00

Rauch Performance Turbine, LLC

8990 N Fraser St

Georgetown, SC 29440

Adjacent Property Owners

1. TMS #: 03-1006-017-00-00

Daniel Paul Faucher

8906 N Fraser St

Georgetown, SC 29440

2. TMS #: 03-1006-017-01-00

Roxanne M Jordan

352 Jacobs Ave

Georgetown, SC 29440

TMS #: 03-1006-016-00-00

3. Evergreen Timber Co SC LLC

C/O Resource Management Service LLC

9418 Highmarket St

Georgetown, SC 29440

4. TMS #: 03-0476-003-00-00

Charles Ingram Lumber Co Inc

4930 Planer Rd

Effingham, SC 29541

5. TMS #: 03-1006-017-04-00

Mark Brackin, Jr

Carolyn M Brackin

9022 N Fraser St

Georgetown, SC 29440

6. TMS #: 03-0476-002-00-00

Charles Ingram Lumber Co

4930 Planer Rd

Effingham, SC 29541



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Jim Green, G3 Engineering as agent for Rauch Performance Turbine, LLC to rezone one parcel from General Commercial (GC) and Forest Agriculture/Residential (FA/R) to General Commercial. The property is located at 8990 North Frasier Street in Georgetown. TMS 03-1006-017-03-00. Case Number REZ 11-21-29391.

The Planning Commission will be reviewing this request on **Thursday, December 16, 2021 at 5:30 p.m. in the Georgetown County Council Chambers at 129 Screven 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 Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: jblankenship@gtcounty.org



Rauch Performance Turbine, LLC
Property Location
REZ 11-21-29391

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Rauch Performance Turbine, LLC

Lot Lines

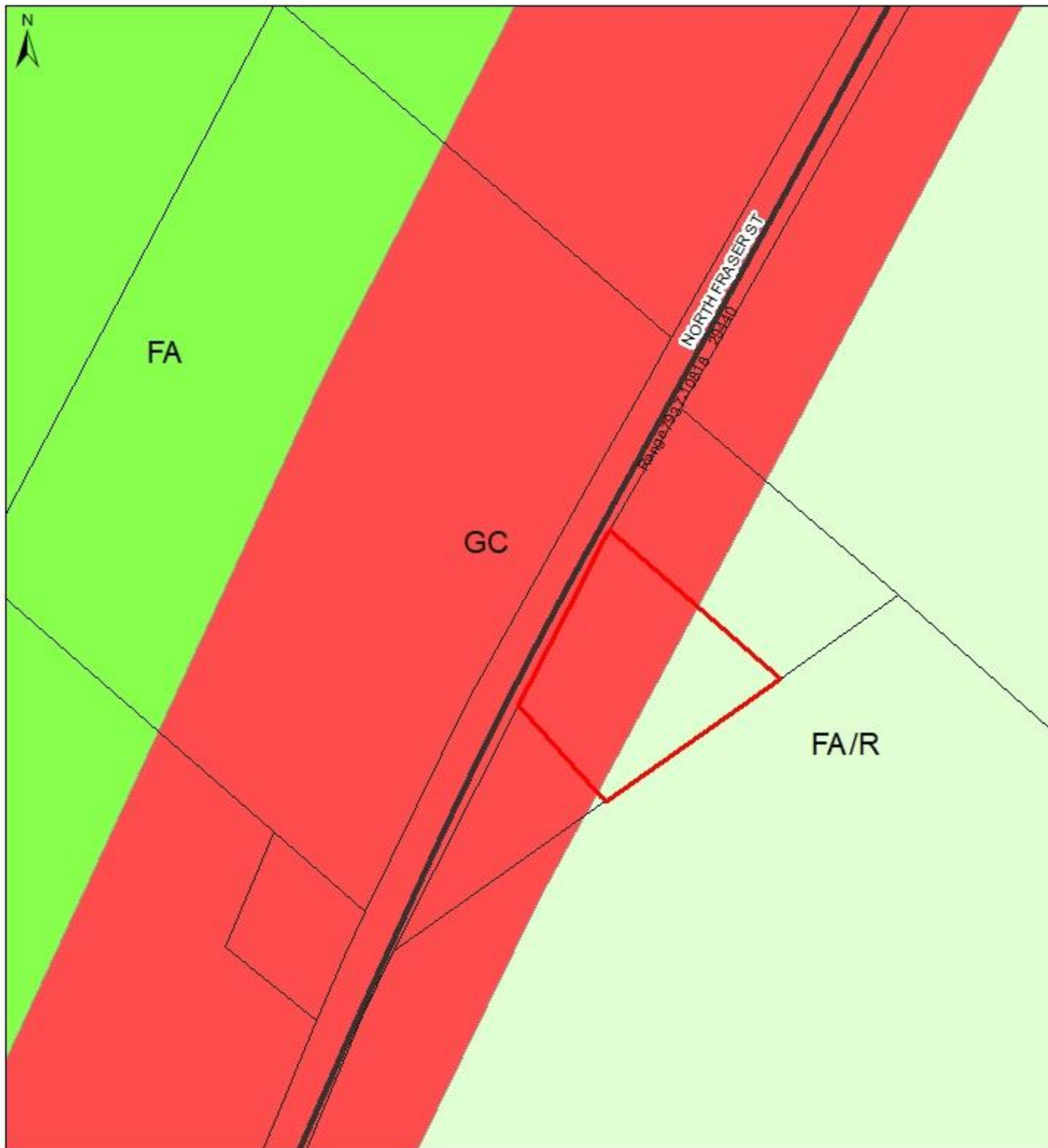
Railroads

Landmarks

Municipalities

0 80 160 320 480 640 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.



Rauch Performance Turbine, LLC Property Zoning REZ 11-21-29391

Legend

Streets

all other values

Maintained By

County

Private

State

Rauch Performance Turbine, LLC

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

HE

LI

MHP

MR10

NC

OC

PA

PD

R1

R1/2AC

R10

R1AC

R2

R3/4AC

R5

R6

R6C

R6G

R6R

R6S

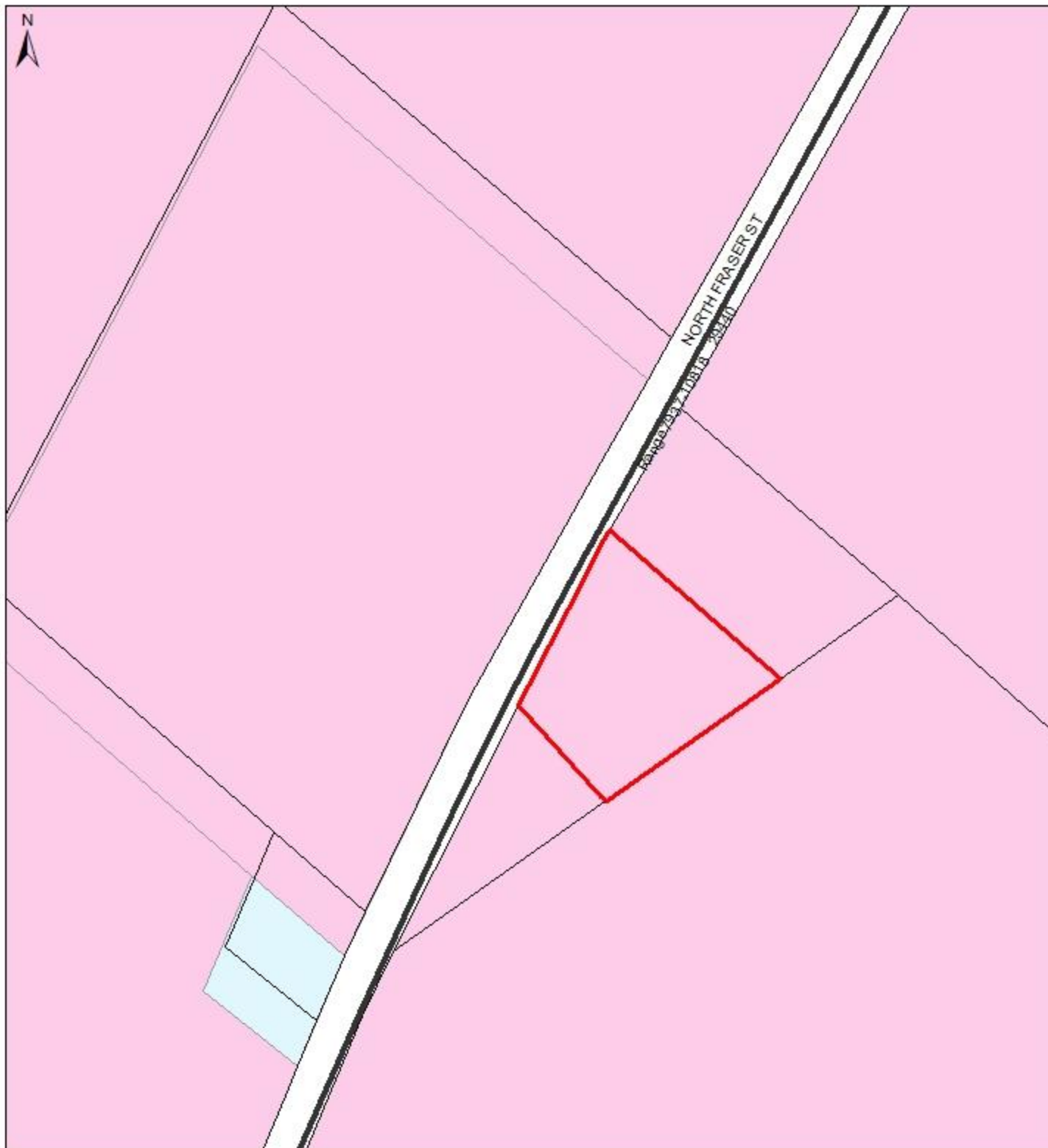
R6VC

VR10

Municipalities

0 80 160 320 480 640 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.



Rauch Performance Turbine, LLC Property FLU REZ 11-21-29391

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Rauch Performance Turbine, LLC

Lot Lines

Railroads

Landmarks

Future Landuse

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 80 160 320 480 640 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.

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Jim Green of G3 Engineering as agent for Rauch Performance Turbine, LLC, filed a request to rezone one parcel (2.31 acres) located at 8990 North Frasier Street from General Commercial (GC) and Forest Agriculture/Residential (FA/R) to General Commercial (GC); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area as low density residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 03-1006-017-03-00 as commercial.

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

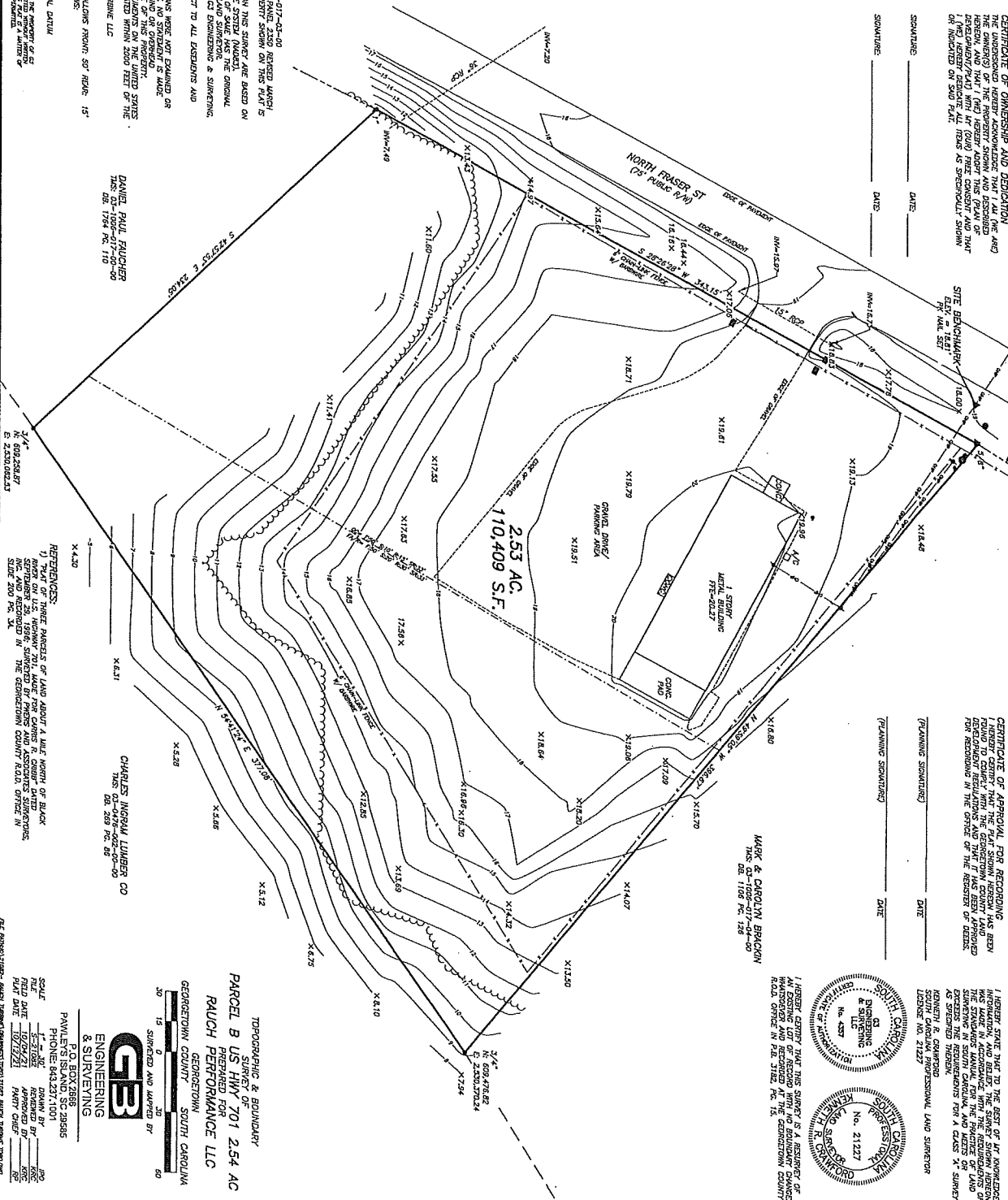
Holly H. Richardson
Georgetown County Planning



I HEREBY CERTIFY THAT THIS SURVEY IS A RESURVEY OF AN EXISTING LOT OF RECORD WITH NO BOUNDARY CHANGE WHATSOEVER AND RECORDED AT THE GEORGETOWN COUNTY R.O.D. OFFICE IN P.B. 3182, PG. 15.

SCALE	1" = 10'	DRAWN BY	RPB
FILE	S-21082	REVIEWED BY	KRC
FIELD DATE	10/04/21	APPROVED BY	KRC
PLAT DATE	10/12/21	PARTY CHIEF	RP

1) THAT OF THREE PARCELS OF LAND ABOUT A MILE NORTH OF BLACK RIVER ON U.S. HIGHWAY 701, MADE FOR CARRIS R. CARRIB DATED SEPTEMBER 23, 1986, SURRENDERED BY PERNS AND ASSOCIATES SURVEYORS, INC. AND RECORDED IN THE GEORGETOWN COUNTY R.O.D. OFFICE IN SLIDE 200 PG. 3A.



Item Number: 15.a
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Georgetown County and the Frances P. Bunnelle Foundation are partnering to spotlight a local nonprofit at each County Council meeting.

CURRENT STATUS:

This week's featured nonprofit is St. Christopher's Children. Executive Director Kathy Binny will present, accompanied by Board President Frank McGinnis.

POINTS TO CONSIDER:

St. Christopher's Children, Inc. is an 80% volunteer 501(c)3 non-profit organization. It partners with Georgetown County schools and other agencies to help children in need with clothing, as well as medical and dental care. It has helped more than 3,500 children since its inception.

FINANCIAL IMPACT:

N/A

OPTIONS:

This item is presented for information only.

STAFF RECOMMENDATIONS:

This item is presented for information only.

ATTORNEY REVIEW:

No

Item Number: 15.b
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDERCONSIDERATION:

Presentation of audit reports by Thompson, Price, Scott, Adams & Company, P.A. on County's FY2021 Annual Comprehensive Financial Report

CURRENT STATUS:

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW:

Item Number: 15.c
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Presentation of Judy Blankenship as Employee of the Quarter for the last quarter of 2021.

CURRENT STATUS:

Judy Blankenship, senior planner with the Georgetown County Planning Department, has been named Georgetown County's Employee of the Quarter for the 4th quarter of last year. She has been employed with the county for 13 years. Judy is one of only two employees to have been named Employee of the Quarter twice. She last received the award in 2015.

POINTS TO CONSIDER:

See attached nomination

FINANCIAL IMPACT:

N/A

OPTIONS:

This report is presented for information only.

STAFF RECOMMENDATIONS:

This report is presented for information only.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Judy Blankenship nomination	Backup Material



Georgetown County Employee of the Quarter Nomination Form

Employee's name: Judy Blankenship

Department/Division: Planning

Number of Years Employed With County: 13 Hire date: 2008

Current Job Title (and previous titles where relevant):

Senior Planner

Planner II

What does this employee's job description entail?

Prepares reports on rezonings, code amendments and drafts re-writes of the Comprehensive Plan.

Reviews subdivision plans and site development plans for compliance with County requirements. Works with other County departments and outside agencies regarding development review.

On an attached sheet and using specific examples, please explain why this employee should be named Employee of the Quarter. This narrative should be no more than one page in length and may include, but is not limited to:

- Goals/objectives the employee has completed, especially in the last quarter;
- Committees served on and/or volunteer service to the county;
- Ways the employee has demonstrated initiative and enthusiasm at work;
- Certifications, licenses, etc.;
- Details about the quality of the employee's work, knowledge of the job and department, etc.;
- Details about how the employee interacts with others, including customers and coworkers.


Director/Elected Official's Signature

11-8-21
Date

Judy Blankenship

Employee of the Quarter Nomination

November 2021

Judy came to work for Georgetown County in 2008 as a Planner II. Her job entails preparing reports for the Planning Commission, reviewing and approving subdivisions and plats for compliance with County requirements and coordinating with other County departments and outside agencies for development review. She was promoted to a Senior Planner position within the last year. She also represents Building, Planning and Zoning on the County's morale committee.

Judy is known for her well-established working relationships with surveyors and engineers in our County. She shows tremendous patience in dealing with customers of all types from citizens to developers to attorneys to other County employees. She is complimented consistently by customers who often seek her out for all sorts of complicated issues. Judy is known for going above and beyond for customers by conducting extensive research for deeds and plats in the Register of Deeds office, making phone calls to attorneys and other permitting agencies on the customer's behalf and assisting with applications when needed.

In our department, Judy is known for being a true expert and go-to person for a variety of tasks including the following:

Deeds and plat research, the Census, GIS map-making, naming and re-naming streets, HOME grants and other grant assistance, getting one particular surveyor to return phone calls, scanning large sets of plans, scheduling bi-weekly staff breakfasts, remembering everyone's birthdays and even anniversaries, keeping up with meeting deadlines and public notices, cell tower reviews, maintaining letters of credit, and fixing conference room chairs when they break.

Since her promotion in the past year, she has taken on the additional tasks of scheduling, coordinating and running County wide plan review meetings, reviewing new Planned Developments and Flexible Design Districts, training new employees and assisting with our permitting software upgrade all without letting go of any of previous job duties. With the recent departure of two employees in the Planning Department, she willingly stepped in to help the Director fill in the gaps to keep the department functioning.

Judy is consistently willing to undertake any task, big or small, to accomplish the goals of the department and keep things running smoothly. She does not just get her work done on time – she completes it early because as she often says “you never know what might happen at the last minute.” Sometimes, our department is tasked with telling people “no” or throwing up roadblocks to what they want to do. Judy has the skill of doing this without upsetting the customer. I have never received a complaint and have received numerous compliments about her interactions with customers.

I think it is important to reward steady, dedicated employees who continuously perform their jobs with quiet strength and integrity and represent Georgetown County well. Judy is a shining example of this type of employee and deserves your recognition as employee of the quarter.

Item Number: 15.d
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Recognition of Allen Welch as 2021 Volunteer of the Year.

CURRENT STATUS:

At the end of each year, Georgetown County recognizes one volunteer from within its various departments and divisions who has stood out above the rest in their commitment and service. Allen Welch, a volunteer with Midway Fire-Rescue, has been selected as the county's 2021 Volunteer of the Year. He has been a dedicated volunteer with the department for the last six years.

POINTS TO CONSIDER:

See attached nomination.

FINANCIAL IMPACT:

N/A

OPTIONS:

This item is for information only and requires no action by council.

STAFF RECOMMENDATIONS:

This item is for information only and requires no action by council.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
Volunteer of the Year Nomination	Cover Memo



Volunteer of the Year Award Nomination Form

Volunteer name: Allen Welch

Manager/First Line Supervisor's Name: Doug Eggiman, Fire Chief

Department/Division: Emergency Services / Midway Fire Rescue

Number of years of service: Six Years

Detail type of volunteer service(s) rendered:

Allen Welch has been a dedicated Volunteer Member of Midway Fire Rescue since 2015. His contributions to the organization are numerous, and as in "Baseball Terminology" Allen is best described as a "Utility Volunteer". The knowledge Allen brings to the department from life experiences, as well as experiences as a United States Navy Veteran, allow him to make contributions to the department in a wide-array of need areas.

His knowledge and operations of large vehicles allows him the ability to assist with moving vehicles throughout the fire district, as well as helping the Operations Battalion Chief to drive these same vehicles to the Georgetown County Vehicle Maintenance Shop for critical repairs. Where this task appears simple on the surface, it is nothing less than critical for the Operations Division. This ability allows on-duty operations members to remain on Fire Apparatus, prepared to respond to an emergency, and not tied up moving equipment. This task also allows the department to have repairs made immediately, and having the Fire Apparatus back in service to respond to emergencies, without having to wait for proper staffing, or having to make additional trips to the maintenance shop; again, taking first-line members off of emergency apparatus. Allen has also assisted the department when the need arises to pick-up new fire vehicles from out-of-town vendors, and drive them back to the Midway Fire Rescue district without taking operational personnel away from their primary job functions. This is a cost-savings to the department as well, as there is always a significant delivery fee to have these vehicles brought to Georgetown County, SC. Through the assistance of Allen, this task is completed with no costs to the department.

Another critical area Allen provides assistance to the department, is with the response of our Firefighter Rehabilitation Unit, vital to the well-being of firefighters operating at fire scenes, and other long-term emergency incidents across our fire district; especially necessary when operating on "High Temperature-High Humidity" days. Having volunteer members dedicated to respond, set-up, and manage a Rehabilitation Group during emergency incidents is essential to the health and safety of the responding fire personnel. Allen has the knowledge, skills, and abilities, to respond the Rehab Unit to the emergency scene, coordinate efforts with the assigned Emergency Medical Service personnel who monitor the firefighters, and effectively and efficiently move the fire personnel through the "Rehab" process and integrate them back into the firefighting operations.

Another significant contribution Allen brings to the department is his logistical skills, specifically as the department works through long-term events, specifically hurricanes, and other natural disasters. Due to our department being rather small, more times than not, these events require our entire department to be on duty at the same time. Which means three times the amount of personnel must be sheltered and fed in our three facilities at the same time; all while responding to emergency incidents during a significant, and often times life-threatening weather event. Allen has been a valuable member during these events, specifically assisting with the procurement and serving of meals for a large amount of emergency workers.

How did this volunteer's service distinguish him/her from other volunteers this year?

The experience, professionalism, and knowledge Allen brings to our organization as a volunteer is invaluable as to what he is able to accomplish. He has provided critical assistance to the Division of Fire and Life Safety (Division) on several occasions. A few examples include assisting the Division, as well as the Operations Division with the Fire Hydrant Maintenance Program. Allen has spent many weekends across the Midway Fire Rescue district performing yearly maintenance on countless fire hydrants, ensuring they are operating properly in the event of a fire situation. Allen has participated in Community Fire and Life Safety Education events, providing education to our citizens, both young and old, on a wide-array of Fire and Life Safety topics. Most recently, Midway Fire Rescue assisted the Georgetown County Environmental Services Division with a Hazardous Waste Day. Allen was there assisting with the event, and helped pass on Fire and Life Safety Education and Materials to over 300 citizens who were there to dispose of products.

List any other information that supports your nomination of this volunteer:

Allen Welch is "Consistently-Consistent" with his service to Midway Fire Rescue, and the community and citizens we serve every day. He is unselfish with the time he provides the organization, and has a distinct habit of never saying "No". Midway Fire Rescue is fortunate to have a devoted group of volunteer members, who each give their time supporting our department and our community. We feel Allen helps set the bar in our organization in Serving Others. The Fire Chief, and Executive Staff are proud to nominate Allen Welch as the Volunteer of the Year.

Doug Eggiman, Fire Chief

Manager/first line supervisor's signature

November 4, 2021

Date

Director's signature

11/04/2021

Date

Item Number: 15.e
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Recognition of Harold West as Georgetown County's 2021 Employee Volunteer of the Year.

CURRENT STATUS:

The Employee Volunteer of the Year award is presented at the end of each year to recognize one county employee who also volunteers their time and service to one of the county's many departments and divisions outside the course of their regular job. Harold West, an employee of the Public Works Division, was selected as this year's winner for outstanding service. He has been a dedicated volunteer firefighter with Georgetown County Fire-EMS for 18 years.

POINTS TO CONSIDER:

See attached nomination

FINANCIAL IMPACT:

N/A

OPTIONS:

This report is provided for information only and requires no action by council.

STAFF RECOMMENDATIONS:

This report is provided for information only and requires no action by council.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
Employee Volunteer Award nomination	Backup Material

Employee Volunteer of the Year Award Nomination Form



Volunteer's Name: Harold West

Manager/First Line Supervisor's Name: Tony Hucks

Department/Division: Emergency Services / Georgetown County Fire/EMS

Number of years of volunteer service: 18 Years

Number of years employed with the county: 19 years

Job Title: Volunteer Firefighter

Detail type of volunteer service(s) rendered: Harold is a volunteer firefighter with the County Fire/EMS Yauhannah Fire Sub-Station 17.

How did this volunteer's service distinguish him/her from other volunteers this year? Harold is an extremely dedicated volunteer firefighter and driver operator of the fire apparatus at this station. He takes the utmost pride in the equipment, station and serving the community and residents. He can always be counted on to respond with the station apparatus and equipment, and he works very hard on scenes. He has made a true difference in the Yauhannah and Plantersville community by promoting the services County Fire/EMS can provide and rallies other volunteers to do the same.

List any other information that supports your nomination of this volunteer: His commitment and dedication to the department, the county and residents is highly respected by his peers. He is always respectful and kind to everyone he comes in

contact with. His experience is also highly valued. He is without a doubt an excellent nomination for this award.

Tony Hucks
Manager/first line supervisor's name

11-4-2021
Date

Director's signature

11/04/2021
Date

Item Number: 15.f
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Recognition of Jeff Pifer, Battalion Chief at Midway Fire-Rescue, as Manager of the Year for 2021.

CURRENT STATUS:

Jeff Pifer, an employee at Midway Fire-Rescue since 1997 and Battalion Chief for the last 15 years, has been named Manager of the Year for 2021.

POINTS TO CONSIDER:

See attached nomination form.

FINANCIAL IMPACT:

N/A

OPTIONS:

This item is presented for information only.

STAFF RECOMMENDATIONS:

This item is presented for information only.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Manager of the Year Nomination	Backup Material



Georgetown County Manager of the Year Nomination Form

Name of Nominee: Battalion Chief Jeff Pifer

Department/Division: Emergency Services / Midway Fire Rescue/Operations Division

Hire Date: 9/3/1997

Number of Years in *Current* Position: 15 Years

List all positions held within County, beginning with current position:

Battalion Chief/Paramedic, Fire Captain/Paramedic, Fire Lieutenant/Paramedic, Firefighter/Paramedic

List all Committees that the Manager/First Line Supervisor serves on:

Firefighter Recruitment, Retention, and Hiring

Department Fitness Equipment and Personnel Health/Wellness/Physical Program

Policy and Procedure Sustainment

List specific goals/objectives the Manager/First Line Supervisor has completed this fiscal year:

Maintaining the Funded/Assigned Firefighter Positions

- Complete all requirement to process all Firefighter Candidates

 - Advertising, applications, interviews, physical ability testing, job offer, health/wellness physicals, protective firefighter gear

- Maintain a minimum-16/maximum-19 staffing workforce of members for each of the three shifts

Maintaining Department Health/Wellness/Physical Examinations

- Complete procurement process for vendor to perform Health/Wellness/Physical Examinations

 - Schedule all pre-physical blood draws

 - Schedule Health/Wellness/Physical Examinations for all employees

- Provide follow-up mechanism between members and vendor for post-physical reports

Maintaining Department Health Fitness Equipment

- Complete procurement process for vendor to supply and maintain all health-fitness equipment

 - Schedule all health-fitness equipment maintenance

Maintaining the Department Policy/Procedure Manual

- Set and manage process for the addition/deletion/updates of all department policies and procedures

 - Identify policies and procedures to be reviewed

 - Seek and evaluate input for additions/deletions and develop draft documents

 - Process Draft Documents to review/approval by Executive Staff

 - Integrate and disseminate updated policies and procedures into the department

List any projects or tasks the Manager/First Line Supervisor has volunteered to complete:

Personnel Recruitment and Hiring

Department Fitness Equipment and Personnel Health/Wellness/Physical Program

How many employees does this Manager/First Line Supervisor supervise?

Three Company Officers – (One Captain, Two Lieutenants) and primary responsibility for direct management/oversight of an operational shift encompassing 19 total members who deliver All-Hazards protection to our community from Three Fire/Rescue Stations. These members provide all-hazards response (Fire, Emergency Medical Services, Water Rescue [Ocean/River] Hazardous Materials, Technical Rescue, and Fire and Life Safety Education, and commercial inspections) utilizing over 20 pieces of assigned emergency response vehicles, and water rescue assets.

List responsibility from budgetary standpoint:

Maintaining Department Health/Wellness/Physical Examinations – Procurement process and management of the department yearly Health/Wellness and Employee Physical Examination program. This is a yearly program in which all members of the organization receive a full and standards-based physical examination for firefighter personnel.

Maintaining Department Health Fitness Equipment – Procurement process and management of the vendor utilized for purchases and maintenance of the health/fitness equipment located in all three Fire/Rescue stations. This equipment is maintained in the facilities, to allow the members to complete daily fitness programs, to ensure they are prepared to complete the physical job requirements of their position.

Department Hose Testing Program – Procurement and management of fire hose purchases for the department. This includes the fire hose on all department apparatus, as well as spare stock in all three Fire/Rescue stations, and funding for maintenance of worn or damaged fire hose.

Department Fire Extinguisher Inventory - Procurement and management of all of the department Fire Extinguishers, to include those on all Fire Apparatus, Emergency Medical Units, Staff Vehicles, and Facilities. The maintenance of these is critical for the job we perform, as well as being required by the International Fire Code.

List certifications and licenses the Manager/First Line Supervisor holds:

Chief Pifer is a lifetime learner, continually seeking out educational opportunities to assist him in better performing the duties and responsibilities of his position of a Battalion Chief. The following are certifications/licenses currently held by Battalion Chief Jeff Pifer:

South Carolina (SC) Fire Instructor; SC Firefighter Certification; SC Fire Officer Certification; SC Motor Pump Operator; SC Rope Rescue Technician; SC Wildland Firefighter; SC Incident Commander; SC Incident Commander for High-Rise Operations; SC Hazardous Materials Technician; SC Hazardous Materials Operations; SC Incident Safety Officer; and a Nationally Registered Emergency Medical Technician-Paramedic.

Chief Pifer also attends in-service training with his shift members to maintain his Fire and Emergency Medical Services certifications and licenses, as well as attending educational and professional development seminars and training to maintain the level of education required to effectively and efficiently perform his job duties and responsibilities as an Operations Battalion Chief.

List any other reasons you believe this employee deserves to be Manager of the Year:

Battalion Chief Jeff Pifer (BC Pifer) is a tenured and respected member of Midway Fire Rescue. Before he began his career in Midway Fire Rescue, BC Pifer was a Firefighter with Fairfax County Fire Department in Virginia, an extremely busy suburban department outside of Washington, DC. After working several years there, BC Pifer accepted a firefighter position with Midway Fire Rescue, and has successfully worked his way through the ranks (through the promotion testing process) to his current position as an Operations Battalion Chief.

It goes without saying, BC Pifer is dedicated to his department, the community and citizens we protect, but most important, he is dedicated to the Men and Women of our organization, specifically their health, and wellness. This dedication to our members is evident in his commitment to the many programs he manages for the organization. BC Pifer is the liaison with the vendor who provides all the Health/Wellness Employee Physical Examinations for both our newly hired members, as well as the yearly program for every member of the organization. Going along with this same health/wellness theme, BC Pifer also manages the process to procure and maintain the health/wellness equipment located in all three Fire/Rescue stations.

This passion for the department's members is only rivaled by the effort BC Pifer places on the recruitment and retention of our membership. BC Pifer is intimately involved in every aspect of the hiring process for our department and is constantly ensuring the department is recruiting the best members possible for our department and the community we protect. From an individual's initial inquiry into joining our department, to relocating to our community when accepting a job offer, BC Pifer is involved in every phase of the process. The entire continuum of applications, interviews, physical ability testing, job offer, health/wellness physicals, uniform, protective firefighter gear, and guidance with housing (if relocating) is all managed by BC Pifer.

BC Pifer's dedication to his community is evident in his involvement with community outreach, assisting with Fire and Life Safety Public Education programs, assisting with commercial Fire Inspections, and installing smoke alarms in homes that were without. BC Pifer is the first to step-up and assist with an injured bird at the beach, or removing a "Slithering Animal" from someone's home (and occasionally a Fire/Rescue Station), and because BC Pifer actually lives in the Midway Fire Rescue response district, he is the first to come back to work on his "Day Off" to fill-in during large-scale emergencies, to ensure the community is protected. BC Pifer is also the first-one-in-line when an issue is brought to his attention that a Brother or Sister Firefighter is in need of help or assistance with moving, building, or animal issues. Most recently gathering a group of off-duty members to come to the aid of a retired and elderly Battalion Chief of Midway Fire Rescue, by removing and cutting up an extremely large tree which had fallen on the Chiefs garage; in typical Jeff Pifer fashion.

Jeff Pifer lives in the Hagley Area of Georgetown County with his wife Ronda, daughter Gracie, and an assortment of family pets. The Executive Staff of Midway Fire Rescue is honored and proud to submit this application to the committee to consider Battalion Chief Jeff Pifer as the 2021 Manager of the Year for Georgetown County, SC.

Director's Signature

11/04/21
Date

Item Number: 15.g
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Sheriff

ISSUE UNDERCONSIDERATION:

SC Department of Public Safety - Grant Award SR-025-N2200-22

The Georgetown County Sheriff's Office has been awarded grant funding in the amount of \$623,527 from the South Carolina Department of Public Safety for School Resource Officers, equipment, and training.

CURRENT STATUS:

The School Resource Officer Program is authorized by the South Carolina Appropriations Act which provides that state funds appropriated for the School Safety Program and School Resource Officers (SRO's) shall be utilized by the department for the purpose of hiring certified law enforcement officers to serve as school resource officers for school districts that would otherwise lack the appropriate resources to hire their own school resource officers.

POINTS TO CONSIDER:

The Georgetown County School District hopes to expand its current roster of state-funded SRO's from four to twelve. The Georgetown County Sheriff's Office wants to ensure that the ten officers it provides are adequately equipped and trained.

The SC Department of Public Safety has awarded Georgetown County Sheriff's Office grant funding in the amount of \$623,527 for this purpose. Prior to receiving funding, Georgetown County must authorize acceptance of the grant award, and consent to terms and conditions of the grant.

FINANCIAL IMPACT:

OPTIONS:

County Council may choose to approve or deny acceptance of the funding award.

STAFF RECOMMENDATIONS:

Recommendation for County Council's approval to accept grant funding in the amount of \$623,527 (for the Georgetown County Sheriff's Office), and authorize signature of the associated agreement accepting terms of the same.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ SC Dept of Public Safety Award Letter	Backup Material
▣ SR-025-N2200-22-Approved Grant Application	Backup Material



South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

December 31, 2021

Sheriff Carter Weaver
Georgetown County Sheriff's Office
430 North Fraser Street
Georgetown, South Carolina 29440

RE: State School Resource Officer Program Award No. SR-025-N2200-22
Georgetown County New School Resource Officers, Equipment and Training

Dear Sheriff Weaver:

I am pleased to provide you with an award approved by this office in the amount of \$623,527 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Implementing Agency Head, to return the signed award within 30 days from the date of this award. The Office of Highway Safety and Justice Programs (OHSJP) is now offering awardees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential). See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

If an awardee chooses to provide a wet ink/original signature, this may be mailed in, or scanned and emailed to the OHSJP. Award documents may be sent electronically to the SRO Program at SROprogram@scdps.gov or via postal mail to the following address:

Ms. Kayla Boston, Administrative Assistant
Office of Highway Safety and Justice Programs
S.C. Department of Public Safety
Post Office Box 1993
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for reporting are indicated within the attached special conditions.

Please contact your assigned program coordinator if you have any questions regarding this award.

Sincerely,

Phil Riley
Director

Attachments

c: School District Superintendent
Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

AWARD

Implementing Agency: Georgetown County Sheriff's Office

School District(s): Georgetown County School District

Award Period: 01/01/2022 – 06/30/2022

Date of Award: December 31, 2021

Amount of Award: \$623,527

Award Number: SR-025-N2200-22

In accordance with the provisions of Proviso 63.9 of the 2021-2022 South Carolina Appropriations Act, and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing implementing agency state funds shown above, for the project specified in the approved application and within the purposes and categories authorized.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the award.


Payment of Funds: Funds will be disbursed to the implementing agency (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.scdpsgrants.com for the awardee's use in completing the request for payment forms.

The award shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Implementing Agency Head in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with the terms and conditions set forth in the application and the special conditions attached to the award.

ACCEPTANCE FOR THE AWARDEE

ACCEPTANCE FOR THE SCDPS

Carter Weaver, Sheriff
Georgetown County Sheriff's Office


Phil Riley, Director
Office of Highway Safety and Justice Programs

AWARD DATA: THIS AWARD IS SUBJECT TO THE AWARD TERMS AND CONDITIONS AND THE
ATTACHED SPECIAL CONDITIONS.

Overview

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
School Resource Officer Program

The School Resource Officer (SRO) Program is authorized by the South Carolina Appropriation Act which provides that state funds appropriated for the School Safety Program and School Resource Officers in the Act shall be utilized by the department for the purpose of hiring certified law enforcement officers to serve as a school resource officer for school districts, including the South Carolina Public Charter School District and schools authorized by an institution of higher learning, that otherwise would lack the adequate resources to hire their own school resource officers. In making awards the department shall provide funding directly to the local law enforcement agency to pay for the cost of the law enforcement officer that shall serve as a full time school resource officer. There is no match requirement for this program.

Version: 0.1

Application Deadline: 2021-10-29

Application #: AS22036

Award #: SR-025-N2200-22

Award Date: 2021-12-31

State Start Date: 2022-01-01

State End Date: 2022-06-30

Project Details

Project Title: Georgetown County New School Resource Officers,
Equipment and Training

Project Summary (max. 300 characters): The Georgetown County School District hopes to expand its current roster of state-funded SROs from four to twelve. The Georgetown County Sheriff's Office wants to ensure that the ten officers it provides are adequately equipped and trained.

Type of Application: New

Year of Funds: -1

Other (explain):

Law Enforcement Agency Details

Agency Name: Georgetown County Sheriff's Office

Address: 430 North Fraser Street

City: Georgetown

State: SC

9 Digit Zip: 29440-3260

(Area) Phone #: (843) 546-5102

(Area) Fax #:

County: Georgetown

**Other county/counties this project will
serve:**

Organization Type: County

Other (specify):

U.S. Congressional District: 7th

**Has your agency registered in the
System for Award Management
(SAM)?** yes ☒ no ☐

(<https://uscontractorregistration.com>):

Budget

CATEGORIES				TOTAL
PERSONNEL - SALARIES:				
Position Title, School District, School Name	% of Time On Project	Base Salary	Total Fringe Benefits*	
SRO, Georgetown County School District, Kensington Elementary School	100	\$20,000	\$11,023	\$31,023
SRO, Georgetown County School District, Waccamaw Elementary School	100	\$20,000	\$11,023	\$31,023
SRO, Georgetown County School District, McDonald Elementary School	100	\$20,000	\$11,023	\$31,023
SRO, Georgetown County School District, Waccamaw Intermediate School	100	\$20,000	\$11,023	\$31,023
SRO, Georgetown County School District, Plantersville Elementary School	100	\$20,000	\$11,023	\$31,023
SRO, Georgetown County School District, Coastal Montessori Charter School	100	\$20,000	\$11,023	\$31,023
Existing SF SRO A. Glover, Georgetown, Andrews Elementary School	100			
Existing SF SRO J Crossland, Georgetown, Browns Ferry Elementary School	100			
Existing SF SRO R. Owens, Georgetown, Pleasant Hill Elementary School	100			
Existing SF SRO P. Glover, Georgetown, Sampit Elementary School	100			
TOTAL SALARIES:				\$186,138
TRAVEL:				

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Description	Cost	Quantity	
Mileage	2240	10	\$22,400
Training Costs: (lodging, meals, Per Diem)	1200	10	\$12,000
			TOTAL TRAVEL: \$34,400

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased, rented items or software)

Description	Cost	Quantity	
Portable Radio	5000	6	\$30,000
In-Car Computer System	6928	8	\$55,424
Fully Equipped SRO Patrol Vehicle* (\$320,000 offset by \$128,539 in carry forward)	23932.625	8	\$191,461
*Vehicles approved for six new SROs, SRO P. Glover, and SRO A. Glover			\$0
Mobile Radio	4815	8	\$38,520
Taser	1300	6	\$7,800
In-Car Camera	6548	8	\$52,384
			TOTAL EQUIPMENT: \$375,589

OTHER:

Description	Cost	Quantity	
Uniform and accessories (boots, pants, shirts, winter gloves, duty belt, uniform coat, and rain coat)	1750	6	\$10,500
Registration Fees	250	10	\$2,500
Body Camera	800	6	\$4,800
Body Armor	900	6	\$5,400
Weapon	700	6	\$4,200
			TOTAL OTHER: \$27,400

TOTAL PROJECT COST: \$623,527

**"Total Fringe Benefits" is the total employer contributions for Social Security & Medicare (FICA), Retirement, Workers Compensation Insurance, and Health Insurance.*

Budget Narrative

List items under each Budget Category Heading. Explain exactly how each item listed in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. However, a statement must be included indicating whether or not the law enforcement agency has any unused funds from previous award years, and if so, an explanation with the total amount of unused funds.

The Georgetown County School District and Georgetown County Sheriff's Office are requesting funding for six (6) new School Resource Officers and equipment and training for the new officers and existing four (4) officers. Our four existing state-funded SROs are:

SRO Mandy Glover, Georgetown County School District, Andrews Elementary School
SRO Jesse Crossland, Georgetown County School District, Browns Ferry Elementary School
SRO Ryan Owens, Georgetown County School District, Pleasant Hill Elementary School
SRO Paul Glover, Georgetown County School District, Sampit Elementary School

We have \$128,539.34 in unused rollover funds from previous state-funded SRO budgets. This is due to first-year delays associated with the new grant process and SRO positions. We did not subtract this amount from the budget application because we wanted to outline and explain the entire 2021-2022 SCDPS-funded SRO outlay. We understand this rollover amount can/will be subtracted from the new grant award.

The Georgetown County Sheriff's Office will not use SCDPS SRO funds to supplant local funding, as per the award Terms and Conditions. The grant money will solely be used for SCDPS-funded SROs, their equipment, and training, and does not replace local funds already appropriated for the same purpose.

In our proposed budget:

The PERSONNEL category includes six months' salary for six new officers at the rate for a GCSO Deputy I, plus FICA, retirement, worker's compensation and health insurance.

MILEAGE is based on the 4000 miles each SRO will travel for work in six months, multiplied by the GSA mileage rate.

LODGING covers three nights at a hotel for annual training (4 day session) at GSA per diem rate.

MEALS covers four days for annual training (4 day session and travel) at GSA per diem rate (two full days and first and last day of travel).

UNIFORMS cover new standard issue GCSO uniforms for each of the ten SROs.

800 RADIOS are standard issue mobile and portable radios and 800 RADIO SERVICE is totaled for six months of service.

WEAPON and ACCESSORIES covers the standard issue Glock, magazines and ammunition for each of the ten SROs.

VEHICLE covers a new standard Deputy vehicle with regulation bar lights, all emergency equipment, and GCSO marking, plus SRO markings to SCDPS specifications. We are asking for eight vehicles, although we have thus far self-funded all SRO equipment.

TRAINING (Please see special conditions)

Our SRO deputies also undergo specific SRO training while at the Criminal Justice Academy (this is not included in our budget request).

EQUIPMENT covers a standard issue body camera, taser, handcuffs, and bullet proof vests.

Terms & Conditions

OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS SCHOOL RESOURCE OFFICER PROGRAM TERMS AND CONDITIONS

1. **Availability of Funds:** This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds.
2. **Correspondence:** All correspondence to the State Funding Agency (SFA), regardless of the medium (paper, email, facsimile, etc.), must include either the application number, or in the case of an award, the award number to which the correspondence refers.
3. **Non-Supplanting Agreement:** The implementing law enforcement agency shall not use award funds to supplant state or local funds or other resources that would otherwise have been made available for this program.
4. **Project Implementation:** The implementing law enforcement agency agrees to implement this project within 90 days following the grant award effective date or possibly be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first progress report.
5. **Written Approval of Changes:** Any changes to this award that are mutually agreed upon by the applicant and the South Carolina Department of Public Safety (SCDPS) Office of Highway Safety and Justice Programs (OHSJP) must be approved in writing by the OHSJP prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Any change to an application is considered a revision and must be accomplished on the grants management system.
6. **Budget Revision Requirements:** Changes to an application before or after award is considered a revision, and is required under Written Approval of Changes with some very specific exceptions. The major budget categories are: Personnel, Travel, Equipment, and Other. A budget revision will not be required if:
 1. The expended amount in a major budget category does not exceed the amount budgeted for that major budget category by 10%;
 2. The quantity of Personnel or Equipment does not increase;
 3. The item to be purchased is already included in the grant budget.

Final award revisions are requested to be submitted by the 60th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project and why the revision was not accomplished earlier. Revisions must be completed online through the grants management system. Every change made to the original application or subsequent revisions is considered a revision and will require you to create and justify that revision.

7. **Sole Source Procurement:** Use of sole source procurement is strongly discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the OHSJP.
8. **Bidding Requirements:** The awardee must comply with proper competitive bidding procedures as required by the South Carolina Consolidated Procurement Code. On any items, including those bid in the aggregate whose total cost requires a bid, bids must be submitted to the SCDPS Office of Financial Services (OFS) for review and approval prior to acceptance of any quote/bid. Provide a copy of all bids submitted, the bid selected, and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract also **must** be submitted to the OFS for prior approval. Include the state contract number and the contract ending date on the quote when it is submitted for approval and then the invoice when it is submitted with the Request for Payment.
9. **Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration (GSA). These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.
10. **Training Approval:** All training that award-funded personnel wish to attend that will be paid for with award funds, including registration, lodging, meals, or mileage, must receive prior written approval by submitting the training approval form with an attached copy of the agenda to the OFS.
11. **Utilization and Payment of Award Funds:** Funds awarded are to be expended only for purposes and activities covered by the awardee's approved project plan and budget or subsequent approved revisions. Items must be specifically and individually mentioned in the awardee's approved award budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once per month and no less frequently than once per quarter. Awards failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented and substantiated as detailed in the Request for Payment Instructions.
12. **Recording and Documentation of Receipts and Expenditures:** Awardee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets,

liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the award activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, award documents, etc. Each award must be accounted for separately. Awardees are prohibited from co-mingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one award may not be used to support another.

13. **Financial Responsibility:** The financial responsibility of awardees must be such that the awardee can properly discharge the public trust which accompanies the authority to expend public funds. At a minimum, adequate accounting systems should meet the following criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
 - c. The accounting system should provide accurate and current financial reporting information.
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
14. **Reports:** The awardee shall submit, at such times and in such form as may be prescribed, such reports as the OHSJP may reasonably require, including quarterly financial reports, progress reports, final financial reports, and evaluation reports.
15. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim, or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim, or audit is resolved.
16. **Property Control:** Effective control and accountability must be maintained for all personal property. Awardees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Awardees should exercise caution in the use, maintenance, protection, and preservation of such property.
 1. Title: Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the awardee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 2. Property Control Record Form: At the time the final request for payment is submitted, the awardee must file with the OHSJP a copy of the Property Control Record Form (provided by the OHSJP) listing all such property acquired with grant funds. The awardee agrees to be subject to a biennial audit by the OHSJP and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
 3. Use and Disposition: Equipment shall be used by the awardee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by state funds. When use of the property for project activities is discontinued, the awardee shall request, in writing, disposition instructions from the OHSJP prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the OHSJP immediately.
17. **Performance:** This award may be terminated or fund payments discontinued by the OHSJP where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those award conditions or other obligations established by the OHSJP. In the event the awardee fails to perform the services described herein and has previously received financial assistance from the OHSJP, the awardee shall reimburse the OHSJP the full amount of the payments made. However, if the services described herein are partially performed, and the awardee has previously received financial assistance, the awardee shall proportionally reimburse the OHSJP for payments made.
18. **Deobligation of Award Funds:** All awards must be deobligated within forty-five (45) calendar days of the end of the award period. Failure to deobligate the award in a timely manner will result in an automatic deobligation of the award by the OHSJP.
19. **Project Evaluation Report:** Any formal evaluation report must be received by the OHSJP not later than 45 days after the end of the reporting period.
20. **Fiscal Regulations:** The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the OHSJP Guidelines or "Special Conditions" placed on the award.
21. **Compliance Agreement:** The awardee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the OHSJP. Failure to comply could result in a "Stop Payment" being placed on the grant.
22. **Suspension or Termination of Funding:** The OHSJP may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a awardee for any of the following reasons:
 1. Failure to adhere to the requirements, standard conditions, or special conditions. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
 2. Failure to submit reports.
 3. Filing a false certification in this application or other reports or documents.
 4. Other good cause shown.

Certification by Project Director

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this award application; that costs incurred prior to award approval may result in expenses being absorbed by the awardee; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

Prefix: Mrs.

Name: Heather A Pelham

Suffix:

Title: Grant Manager/Media Specialist

Agency: Georgetown County Sheriff's Office

Mailing Address: 430 North Fraser Street

City: Georgetown

State: SC

9 Digit Zip: 29440-3260

(Area) Phone Number: (843) 436-6115

(Area) Fax Number: (843) 546-2752

E-Mail Address: hpelham@gtcounty.org

Signature: Heather A. Pelham

Bonded: yes ☒ no ☐

*** NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL.

Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Awardee to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this award application; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

Prefix: Mrs.

Name: Karis Langston

Suffix:

Title: Acting Finance Director

Agency: Georgetown County

Mailing Address: 715 Prince Street

City: Georgetown

State: SC

9 Digit Zip: 29440-3620

(Area) Phone Number: (843) 545-3069

(Area) Fax Number: (843) 545-3292

E-Mail Address: klangston@gtcounty.org

Signature: Karis Langston

Bonded: yes ☒ no ☐

* **NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL

Financial Point of Contact

Prefix: Mrs.

Name: Juliette Kelso

Suffix:

Title: Financial Accountant

Agency: Georgetown County Finance

Mailing Address: 715 Prince Street

City: Georgetown

State: SC

9 Digit Zip: 29440-3620

(Area) Phone Number: (843) 545-3068

(Area) Fax Number: (843) 545-3292

E-Mail Address: jkelso@gtcounty.org

Signature:

Bonded: yes ☒ no ☐

Certification by Law Enforcement Agency Head

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other state or federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and, that the receipt of funds through the OHSJP will not supplant state or local funds.

I further affirm that this law enforcement agency is in a position to hire or fill the requested SRO position(s) within 90 days of the date of award and maintain it/them throughout the award period.

Prefix: Sheriff

Name: Carter Weaver

Suffix:

Title: Sheriff

Agency: Georgetown County Sheriff's Office

Mailing Address: 430 North Fraser Street

City: Georgetown

State: SC

9 Digit Zip: 29440-3260

(Area) Phone Number: (843) 436-6033

(Area) Fax Number: (843) 546-2752

E-Mail Address: hpelham@gtcounty.org

Signature: Carter Weaver

Bonded: yes[☑] no[☐]

*** NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AGENCY HEAD CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT OHSJP APPROVAL.

Review

Revision By State In Progress

Save & Continue

Save changes and continue

Pending Funds

Put application into Pending Funds status

Award

Put application into Awarded status

Reason for Denial:

Deny

Deny this application and put in Denied (Pending) status

Item Number: 15.h
Meeting Date: 1/11/2022
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDERCONSIDERATION:

Litter and illegal dumping is on the rise throughout Georgetown County. Action must be taken to deter and ultimately halt these egregious occurrences.

CURRENT STATUS:

While there have been individual community clean-ups organized with the help of stakeholders and the Public Services Environmental Division, there is currently no clear vision and subsequent action plan for addressing the growing problem of litter and illegal dumping. Further, there has been no single repository of these efforts and the data collected from them.

POINTS TO CONSIDER:

Georgetown County Public Services Environmental Division has developed a two-pronged plan including five action items for a dedicated team to administer with the goal of decreasing litter and illegal dumping and increasing the mindsets of citizens from an early age to deter these actions.

The attached report details this comprehensive plan.

FINANCIAL IMPACT:

With the attainment of funding from a Palmetto Pride Litter Crew Grant, a Palmetto Pride Litter Prevention Grant, Georgetown County Environmental Division, and the A-tax rollover, this program can be fully funded in the amount of \$48,723.94.

OPTIONS:

1. Approve the Litter Action Plan as proposed, or
2. Decline to approve the Litter Action Plan as proposed.

STAFF RECOMMENDATIONS:

Staff Recommends Option 1, above.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Georgetown County Litter Action Plan	Backup Material

Georgetown County Department of Public Services
Litter Action Plan:
5 action Items

November 2021



Executive Summary

The Georgetown County Government's vision is to create:

'A Georgetown County free from litter and illegal dumping—driven by the adoption of best practice in waste management and education'

Two goals will guide the actions needed to achieve this vision:

1. Minimize the incidents of littering and illegal dumping in Georgetown County.
2. Drive positive long-term change in community attitudes and behaviors to prevent litter and illegal dumping.

Every day throughout Georgetown County, our parks, streets, forests, and waterways are subjected to pollution from litter and illegally dumped waste.

We need to put an end to this problem.

Georgetown County Government's Vision is to create a county free from litter and illegal dumping—driven by the adoption of best practices in waste management, education, and interagency cooperation. Collective action is required to achieve this vision.

The following action plan focuses on building effective and robust partnerships and programs that utilize current technology and proven tactics to tackle littering and illegal dumping problems in Georgetown County. Abatement strategies are categorized into five main groups: Education, Networking, and Data collection. Education strategies include any efforts aimed to generate greater awareness, change perceptions, and garner increased support from the community. Networking strategies will ensure the most economical, efficient, and practical coordinated use of resources across various government agencies - city, state, county, NGO's, industry, etc. Data strategies will focus on documenting current status, track any progress, and more accurately target areas in need of clean-up which in turn will allow spending to be targeted at the most effective strategies.

Litter and illegal dumping is a community problem. We all have a role to play in successfully implementing the solutions.



GEORGIA
COMMUNITY
CLEANUP

PLEASE
DON'T

Figure 1. HWY 41 and Gandy Rd. Volunteer Cleanup event

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Introduction

Litter and illegal dumping are the most visible indicators of pollution in our environment. Litter and illegal dumping is material that has been irresponsibly discarded by people, rather than using the many options available for appropriate disposal.

Plastic bags, cigarette butts, glass bottles, plastic bottles, hazardous materials, and other wastes are often discarded thoughtlessly. For example, trash left unsecured in truck beds, trailers, and boat hulls eventually ends up strewn across the landscape with drivers often remaining oblivious to the problem. Cigarette butts flicked out of car windows or simply dropped upon completion do not magically disappear. These actions impact our local communities, as well as the environment.

Litter and illegal dumping, while similar, are two very distinct activities that differ in action and scale. With different motivations, barriers, participants, and locations, each activity has a range of effects on our communities that range from unsightly aesthetics and clean-up costs, to detrimental impacts on our environment and human health. Both littering and illegal dumping have unmistakable characteristics that require the use of multiple, varied tactics for successful management and intervention.

The Georgetown County Government's vision is to create:

'A Georgetown County free from litter and illegal dumping—driven by the adoption of best practice in waste management and education'

Two goals will guide the actions needed to achieve this vision:

1. Minimize the incidents of littering and illegal dumping in Georgetown County.
2. Drive positive long-term change in community attitudes and behaviors to prevent litter and illegal dumping.

Successfully dealing with the issues of littering and illegal dumping means everyone needs to take responsibility for their own actions as well as influencing the actions of those around them. Success requires a team effort.

The Georgetown County Government is committed to working with businesses, state and local governments, private land owners, non-government organizations, schools, community groups and the public to encourage best practices in waste management.

By working across the community, the Georgetown County Government is seeking to reduce litter and illegal dumping and thus decrease the substantial costs imposed on society in terms of:

- Human health
- Environmental harm
- Diversion of money from activities that could be spent more productively elsewhere

Setting the Scene

Litter and the Law

Litter and illegally dumped rubbish are forms of waste. Each one represents the illegal deposit of items, materials and/or substances in places they are not meant to be. Waste is not defined explicitly under the South Carolina Code of Laws Section 48-1-10. Rather, the code defines “Other Waste,” “Pollution,” and “Solid Waste” individually.

Legally the definition of litter and illegal dumping is determined by the volume of material deposited not the behavior of the offender. The definitions of litter and illegal dumping can be found in SC Code of Laws Section [44-96-40](#). Fines are contained within the South Carolina Code of Laws in [SECTION 16-11-700](#) and amended in 2018 via Act 214 (Table 1).

Category	Base Fines	Actual Fines with Assessments & Buyouts
Litter of less than 15 pounds (example: cigarette butt, food wrapper, beverage container)	\$25 - \$100 fine 8 hours community service	\$221.88 - \$377.50
Litter of less than 15 pounds in an illegal dumpsite	\$50 - \$150 fine 16 hours community service Made to pick up	\$393.75 - \$601.25
Illegal Dumping of 15 - 500 pounds	\$200 - \$500 fine 16 - 32 hours community service	\$705 - \$1,327.50
Illegal Dumping of more than 500 pounds	\$500 - \$1,000 fine Must clean up	\$1,567.50 - \$2,605

Table 1. Categories of litter and associated fines

The legislation terms can be defined as:

- Litter—the unlawful deposit at a place (including waters) of any amount of waste less than 15 lbs.
- Illegal dumping—the unlawful deposit of an amount of waste that is 15 lbs or more.

Litter Locations in Georgetown County

The full extent of litter and illegal dumping in Georgetown County is not completely clear. Historically, information on littering and illegal dumping at a county level has not been regularly gathered. However, in the spring of 2021, a litter index was performed throughout county-maintained roadways based on Keep America Beautiful procedures. This

initial litter index resulted in a heat map (Figure 2) that allows citizens, county managers, and policy makers a snapshot of litter throughout the county. It is likely that this will be useful in determining where county efforts toward roadside cleanups may be directed.

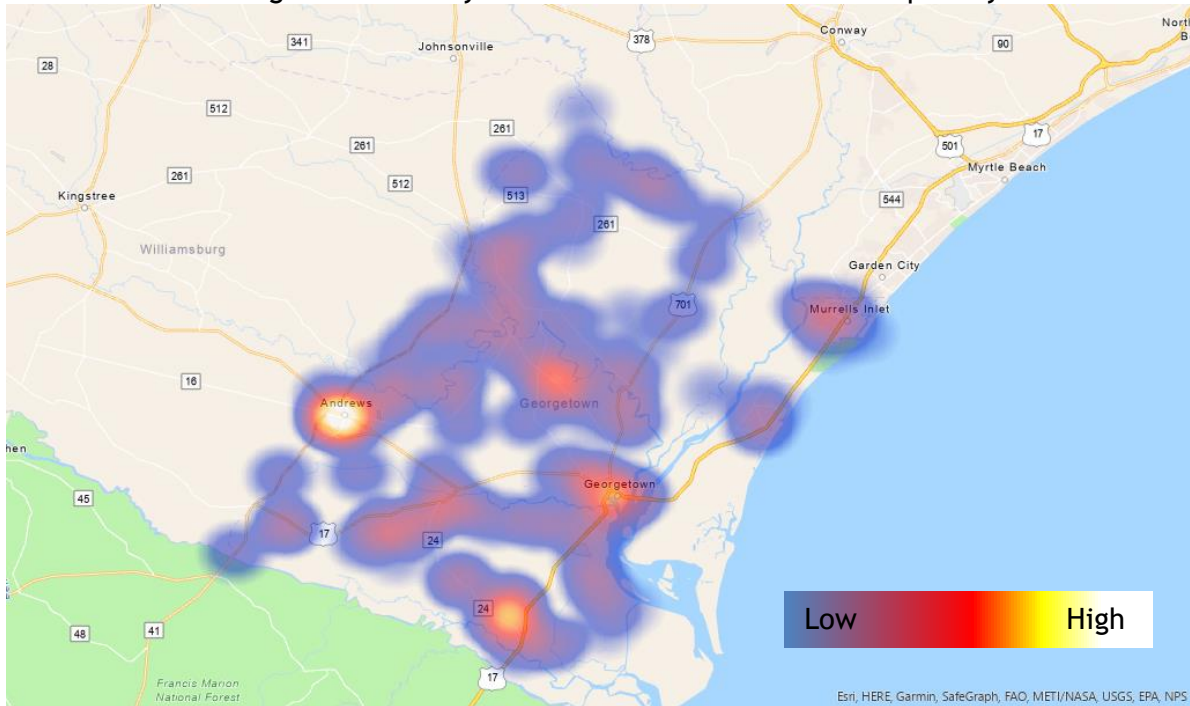


Figure 2. Heat map of Figure 1. Roadside litter in Georgetown County, SC

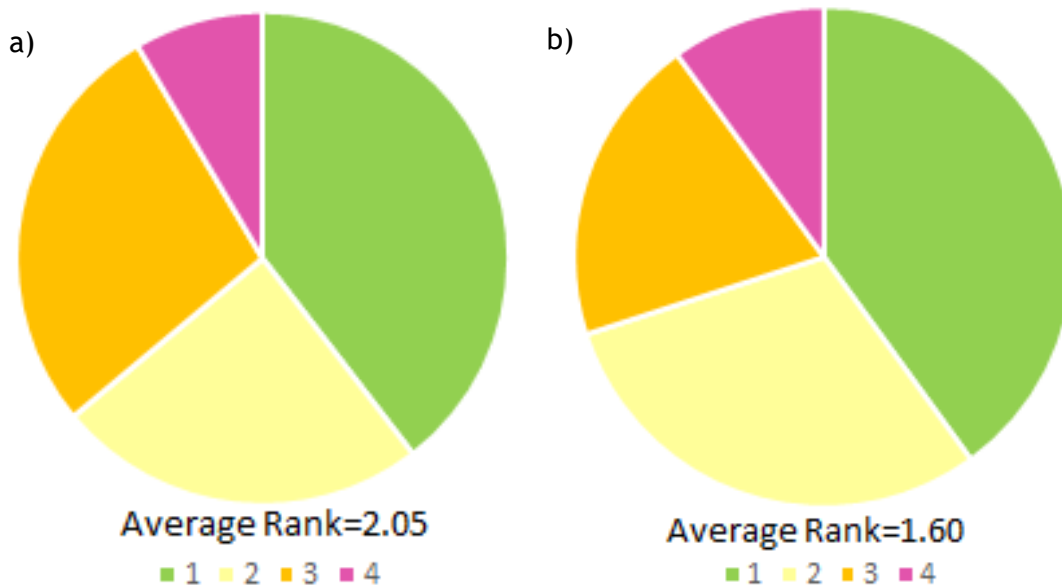


Figure 3. Georgetown County Litter Index Ranks a) roadside values b) Public access points (boat ramps and beach access) 1= low litter; 4=heavy equipment required for removal

Surprisingly, the average rank for the sampled roadsides was 2.05 (n=152). Areas with high litter ranks were concentrated around more heavily populated areas (Andrews, Georgetown, Browns Ferry and Santee). The majority of the trash was food and drink containers. The public access points (parks, boat ramps, etc.) had an average rank of 1.60 (n=54) (Figure 3).

Costs of litter

First impressions go a long way. Assuming that to be the case, it is unlikely that travelers on Georgetown County's highways and byways cultivate a positive impression of our county due to the high amount of roadside litter accumulation.



Figure 4 Before Volunteer Cleanup event

Studies show that litter discourages vacationers from visiting and businesses from relocating to the messy area. While the majority of studies measuring the economic impacts of litter on tourism have been focused on marine and, in particular, beach areas; it is not unreasonable to associate similar outcomes with roadside trash (Monroe 2013 and English, et al. 2019). In fact, Ballance et. al.(2000) found that high litter density would discourage 40% of foreign tourist and 60% of local tourists from visiting a given beach. Given that 21.6% of our county's retail sales is from accommodations and food service

sales ([census.gov](https://www.census.gov)), a drop in beach visitation could have a substantial effect on our county's budget.

While it is difficult to gauge the negative effects of litter and illegal dumping on human health, housing prices, tourism, or spending at any level, long term data collected over the past 50 years by Keep America Beautiful (KAB) does exist. Based on KAB's recently published 2020 National Litter Study, 90% of those surveyed believe that litter is a big problem in their state. Throughout 2019-2020, KAB collected almost 50 billion pieces of litter along the nation's roadways and waterways. That is 152 pieces of litter for every person in the nation and over 2000 pieces of litter for every mile cleaned! Cigarette butts are the number 1 littered item. Local roadways accounted for nearly 70% of miles that KAB and affiliates cleaned in 2019-2020 year. However, expressways and freeways had 6 times more litter per mile than did local roads (KAB 2021).

Litter can have direct effects on economic status of a community. In fact, studies have shown that litter decreases property values by an average of 7% (KAB 2008). Furthermore, when a company is considering where to locate operations, cleanliness and upkeep of an area was 3x more important than the cost of living or cost of labor of a given community. Roadside cleanups have a direct effect of cleanliness and first impressions.



Figure 5 After volunteer clean up event

There are hidden costs from littering. For example, litter impacts the effectiveness of an area's stormwater management. These hidden costs are largely due to the impact that litter has on changing the flow of water through the management systems. When stormwater pipes become clogged with debris, flooding can and does occur. Litter controls (Gross solids controls) are often costly and can cost 100's of thousands of dollars. Litter can clog equipment such as water intake valves.

There is no doubt that the cost of illegal dumping is a significant burden on local government. The costs that result from littering and illegal dumping activity is broad and includes:



Figure 6 Before volunteer cleanup event

- Expenditure for prevention, compliance, clean up, and disposal
- Lower property values because the area is less attractive to prospective buyers
- Impact on tourism due to the loss of amenity
- Businesses less likely to relocate to high litter areas

Successful Litter Management Tactics

The management of litter and illegal dumping must employ a diverse range of approaches to encourage positive changes in the underlying behaviors that lead to such activities. It also involves many stakeholders including state and local governments, non-government organizations, schools, community groups and the broader community. Therefore, coordination is essential.

If any plan is to succeed, future actions for the management of litter and illegal dumping will consist of (but should not be limited to):

Targeted projects—recognizing differences in causes and types of actions. For example, littering and illegal dumping are two very distinct activities. Therefore, each type of litter requires focused and specific actions to successfully effect change. For example, placing portable cameras at hotspots and frequent dumpsites throughout the county is more likely to catch illegal dumping activity.



Figure 7 After volunteer cleanup event

Publicized acts of deterrence—gaining the support of the community and demonstrating that the Georgetown County Government is serious about tackling litter and illegal dumping. For example, have weekly updates in local media with the number of tickets issued and/or the location where the most tickets were written.

Diversified toolbox—including education and social marketing campaigns in addition to compliance and enforcement of laws to alter the behavior of the community. Try to use the most current equipment and tools for documenting and tracking litter (smartphone applications, automated data collection equipment).

Integrated and holistic delivery—delivering integrated and multi-faceted responses from local government, community groups, and industry bodies to ensure that all parties are working together to minimize litter and illegal dumping incidents. Theoretically, this could be a great money-saver. Replication of effort leads to greater costs. Open lines of

communication can reduce our fiscal waste!

Engaged public—involving all members of society (local governments, community, associations, complainants, and the offenders’ peers) in an open and transparent process to develop and implement litter and illegal dumping initiatives. Publicize local groups holding roadside and neighborhood clean-up events. Offer incentives for organizing cleanups. Be deeply involved in public education on the importance of NOT littering.



Figure 8 Trash on Red Bay Rd

Informed actions—basing programs, initiatives, and interventions on solid research and proven methods. Information should be collected before, during, and after each given method. This allows for data driven decisions to be made throughout the process. Also, basing programs on successful programs in other localities.

To implement these actions, a community must:

1. Establish and nurture partnerships for collective action.
2. Target specific issues, audiences, and localities
3. Raise awareness
4. Build and share a portfolio of knowledge to inform decisions, management, and evaluation of activities.
5. Create a skilled, capable, and supported workforce engaged collaboratively

Action Items

Successful litter abatement is dependent on public engagement. Industry, local governments, non-government organizations, community groups, schools, research agencies, and the general public all play an important role in reducing litter and illegal dumping activities. The Georgetown County Government will work in partnership with all available practitioners to enhance and add value to existing programs, and where appropriate, provide a coordinating and integrating role in a timely manner (Appendix A).

The choice to litter or illegally dump materials, to report these actions to the authorities, or to confront someone on this behavior is a personal decision. Therefore, all members of the community have a role to play in reducing litter and illegal dumping through their personal actions and choices. Georgetown County’s Litter and Illegal Dumping Action Plan is an effort to consolidate information on current and future litter and illegal dumping abatement efforts and protocols. All measures included within this action plan will operate within the context of the South Carolina State Litter Laws and the county waste management strategy. It is hoped

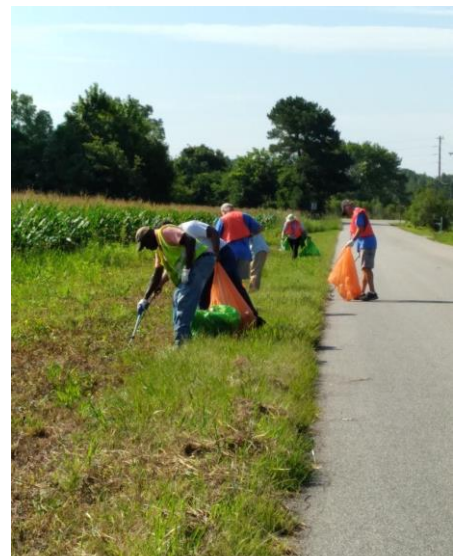


Figure 9 East Cherry Street Cleanup

that, collectively, the following document will form the foundation for the management of litter and illegal dumping in Georgetown County into the foreseeable future.

Being the first action plan developed by Georgetown County, we propose that the plan revolve around 5 Action Items:

- Annual Litter Index based on Keep America Beautiful procedure
- Hold an assessment/coordination panel of agencies and groups involved in litter cleanup
- Public signage along local roads.
- Active recruitment of volunteers to spread the word on collection opportunities.
- Elementary education

Action Item 1: Litter Index

As previously mentioned, Coastal Carolina interns performed a county wide assessment of current litter conditions along Georgetown County roadways. Performing a litter index annually is important for a number of reasons. For example, based on the data collected, volunteers can target areas of great need. Also, the success of various implemented programs can be gauged by comparing data year to year. Finally, since collection of litter index data is a requirement for becoming a Keep America Beautiful affiliate, Georgetown County will improve the possibility to become a Keep America Beautiful Affiliate.



Figure 10 Oatland Community Volunteers

Action Item 2: Interagency Coordination

In successfully implementing this plan, Georgetown County Public Services Department recognizes the significant and ongoing roles that a variety of agencies not only within county and state government agencies, but also amongst community and special interest groups play. Therefore, coordination of all agencies and organizations is critical to effective execution of countywide litter and illegal dumping efforts. This plan identifies working in partnership with key groups to form a task force focused on coordination of resources and effort to avoid duplication of activities. While communication between all participants is critical to this programs success, it places no direct obligations on local government or other key parties to commit to actions under this plan. The following organizations will be contacted in the initial meeting to assess current programs and efforts:

- Georgetown County Council
- Georgetown City Council
- City of Andrews

- Georgetown County Department of Public Works
- Georgetown County Environmental Services
- Georgetown County Sheriff's Department
- South Carolina Department of Transportation
- City of Georgetown Public Sanitation Department
- Palmetto Pride
- Keep Georgetown Beautiful
- SCDHEC (storm water and waste management)
- Georgetown County School District

The objective of this initial meeting is to take inventory of all current litter abatement activities each group and agency is currently involved and developing direct lines of communication between participants. Coordination of effort will allow funds to be directly targeted toward activities with the greatest impact on proper solid waste disposal.

Action Item 3: Visible Reminders

Update roadside signage throughout the county, but particularly targeting trouble areas. Ideally, this will be done in partnership with SCDOT and make use of existing signs.

Include Georgetown County School District in holding a design contest for "please don't litter" signs. Three winning designs are chosen from elementary, middle, and high school level designs.



Figure 11 Oatland Community Volunteer Cleanup

Action Item 4: Recruit Volunteers

Prepare a presentation on the county's efforts at cleaning up the road ways. This presentation will describe the littering problem in the county, present current efforts at cleaning roadways, and offer assistance in the coordination of community clean-up events. The audience will leave the presentation knowing who to contact, what supplies and services the county can provide, and why everyone needs to get involved with roadside cleanups. Follow up will be critical to success.

Action Item 5: Elementary School Outreach

Education programs have a stronger effect on the behavior of a larger number of individuals than clean up events. Additionally, contact with elementary students has an impact on both the student's and the parent's behavior. Therefore, we need to re-institute an anti-litter education campaign targeting elementary school age students. Both Palmetto Pride's Litter Lessons and Action SC DHEC education program curriculums could be utilized. Palmetto Pride has education specialists who will go into schools or have virtual activities that engage students at no cost.



Figure 12 Village Flyers Bike Club at Plantersville Clean up Event

Additionally, GCESD will work with Georgetown County School District to hold a teacher's workshop aimed at alerting teachers and administrators to the education resources that are available to them through DHEC. Specifically, instructing county educators on the DHEC educator's availability and willingness to visit schools throughout the state whenever requested at no cost.

Conclusion

Georgetown County's Litter and Illegal Dumping Action Plan is a starting point for tackling this significant social, economic and environmental issue through a clear vision and five program areas.

In this initial phase of delivery, much of the effort will go into building a solid foundation of communication among stakeholders, raising the community's awareness, increasing public participation, improving policy maker's knowledge base through data collection, and the establishment of a baseline of key performance indicators will allow us to track and measure performance (Appendix A). We suggest the following 5 action items to start:

- 1) Perform a litter index assessment on an annual basis.
- 2) Increase roadside anti-litter signage.
- 3) Form a Litter Task Force to reduce duplicate efforts/expenditures among county organizations and agencies.
- 4) Develop a presentation that increases volunteer participation.
- 5) Elementary school outreach aimed at reducing litter.

Achieving better outcomes relies on partnerships, networking, and education. Georgetown County's current plan for optimal utilization of available resources to keep roadways clean is far from ideal. Partnerships do exist, but are not currently leveraged for their full benefits. For example, while the partnership between SCDOT and the Sheriff's Department provides some relief in decreasing roadside litter, it is not nearly enough. Furthermore, when GCESD offered assistance to citizen groups interested in community clean ups, in just 10 clean up events over a period of 5 months (3/21-7/21), GCESD worked along with 251 volunteers and collected almost 15,000 lbs of litter from county maintained roadways. If these volunteers were actually employed at \$10/hour, the cost to the county would be \$95,380 in labor alone! If disposal, supplies, and



Figure 13. Volunteers at District 7 Clean-up Event



Figure 14 Pawleys Island Civic Group Cleanup

preparation are incorporated in the costs, this figure would easily exceed \$100,000. Imagine if all stakeholders could organize in unison!

The litter action plan budget, as proposed, relies on funding from grant sources (Appendix B). We propose that the additional, required funds come from Georgetown County's General Fund since the entire county will benefit from the successful implementation of this program.

Dealing with this issue is everyone's business. Only through empowering and engaging everyone will we achieve long-term behavioral improvements towards littering and illegal dumping.

Appendix A

Proposed timeline

DATE	ACTIVITY
November 2021	"Take Action Against Litter" Report Released
January 2022	"Take Action Against Litter" Slide Show Released for Public Use
January 2022	Begin Monthly Slideshow Presentations to Community Groups
January 2022	Hire 3 person, part time litter crew/Community Cleanup efforts begin
February 2022	Announce Competition to Design "Please Don't Litter Georgetown County"
February 2022	Interagency Coordination Luncheon
March 2022	Announce Litter Sign Competition Winner
March 2022	Continue Clean up Coordination
March-20-June 20	Great American Cleanup (Palmetto Pride and Keep America Beautiful)
Spring 2022	Recruit Volunteers to Present Slide Show
Spring 2022	Litter Index Sampling Occurs
Spring 2022	"Please Don't Litter Sign" Purchased and Installed
Fall 2022	Community Cleanups Continue
November 2022	America Recycles Day
Winter 2022	Community Cleanups Continue/Litter Crew continues cleanups

Appendix B

■ Palmetto Pride Litter Crew Grant
 ■ Palmetto Pride Litter Prevention Grant

Annual Budget

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Year
Funding/Grants													
A-tax roll over	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	1,135.83	13,630.00
Georgetown County General F	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	5,100.00
Palmetto Pride Litter Crew Gra	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	25,000.00
Palmetto Pride Litter Preventic	416.00	416.00	416.00	416.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	5,000.00
Income totals	4,060.17	4,060.17	4,060.17	4,060.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	48,730.00
EXPENSES													
One Time, Annual Expense													
Ear protection 19.19/200 pair	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00
Safety glasses (12)	130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.00
Don't Litter signs (100)	2,300.00												2,300.00
posts for signs	2,620.00												2,620.00
rivets and driver	80.00												80.00
10-Person OSHA First Aid Kit - 75 Pieces	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00
Cone, paper water cups (200/box)	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00
Litter sticks (12)	1,354.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,354.00
coordinating luncheon (25)	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Dell Latitude 7220EX Rugged t	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,600.00
Total	11,174.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,174.00
Operating Expense													
Supervisor salary (15/hr)	1,471.21	1,471.21	1,471.21	1,471.21	1,471.21	1,471.21	0.00	1,471.21	1,471.21	1,471.21	1,471.21	1,471.21	16,183.31
2-pt cleanup assistants (\$12/h	1,868.66	1,868.66	1,868.66	1,868.66	1,868.66	1,868.66	0.00	0.00	1,868.66	1,868.66	1,868.66	1,868.66	18,686.63
monthly expenses (gas)	223.33	223.34	223.33	223.33	223.34	223.33	223.34	223.33	223.33	223.33	223.34	223.33	2,680.00
monthly totals	3,563.20	3,563.21	3,563.20	3,563.20	3,563.21	3,563.20	223.34	1,694.54	3,563.20	3,563.20	3,563.21	3,563.20	37,549.94
Annual expenses+ Operati	14,737.20	3,563.21	3,563.20	3,563.20	3,563.21	3,563.20	223.34	1,694.54	3,563.20	3,563.20	3,563.21	3,563.20	48,723.94
monthly revenue	4,060.17	4,060.17	4,060.17	4,060.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	4,061.17	48,730.00
Cash short/extra	496.96	496.95	496.96	496.96	497.95	497.96	3,837.83	2,366.63	497.96	497.96	497.95	497.96	6.06

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