



Town of Ravenel  
5962 Highway 165, Suite 100  
Ravenel, SC 29470  
Office: (843) 889-8732  
Fax: (843) 889-8727

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# **Town Council Meeting**

**Tuesday, September 28, 2021**

**THIS COUNCIL MEETING WILL BE AVAILABLE BY TELECONFERENCE.**

**MEMBERS OF THE PUBLIC WHO CHOOSE TO ATTEND THE MEETING IN-PERSON ARE ENCOURAGED TO PRACTICE SOCIAL DISTANCING AND TO USE THEIR BEST JUDGMENT REGARDING PROTECTIVE FACE MASKS.**

**ATTENDANCE IN-PERSON MAY BE LIMITED.**

**THE PUBLIC IS INVITED TO ATTEND BY CALLING-IN TO:**

Town Council Meeting Room:

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/TownofRavenel/town-council-meeting-room>

**You can also dial in using your phone.**

United States (Toll Free): [1 866 899 4679](tel:18668994679)

**Access Code:** 917-111-269

**IF YOU HAVE ANY COMMENT ON ANY ITEM ON THIS AGENDA,  
YOU MAY EMAIL YOUR COMMENT TO  
[TOWNADMINISTRATOR@TOWNOFRAVENEL.COM](mailto:TOWNADMINISTRATOR@TOWNOFRAVENEL.COM)**

**Town of Ravenel, September 28, 2021**  
**Council Chambers – Town Hall**  
**5962 Highway 165, Ravenel, SC 29470**

**2<sup>nd</sup> Public Hearing for Tea Farm Tract Planned Development and Annexation:**

**5:45 p.m.**

**Agenda for Regular Town Council Meeting:**

**Following Public Hearing**

1. Call to Order / Roll Call
2. Invocation & Pledge of Allegiance
3. Mayor's Comments/Report
  - a. Tea Farm Tract Planned Development / Annexation
  - b. Does anyone wish to speak during item #11 – Public Comments?  
TELEPHONE CALLERS WILL BE MUTED IF NOT SPEAKING
4. Approval of Agenda
  - a. Recusals/Conflicts of Interest
5. Approval of Minutes:
  - a. August 31, 2021
  - b. September 14, 2021 (Town Council Budget Workshop)
6. Public Statements / Presentations (5 minutes)
  - a. Statements submitted prior to meeting
7. Reports from Staff and Officers
  - a. Town Attorney Report
  - b. Charleston County Sherriff's Office Report
  - c. Clerk – Treasurer Report
    - i. Audit
  - d. Town / Planning and Zoning Administrator Report
  - e. Town Code Inspector / Facility Manager Report
  - f. Sewer System Report
8. Reports of Commissions, Boards, and Committees
  - a. Planning & Zoning – Recent Meetings:

- i. September 16, 2021
  - ii. Upcoming Meeting on October 7, 2021
- b. Board of Zoning Appeals – None

9. Old Business

- a. 2<sup>nd</sup> Reading of Ordinance 14-21 (Amend Sewer Connection)

10. New Business

- a. Introduction of Ordinance 17-21 (Business License Repeal & Replace)
- b. Introduction of Ordinance 18-21 (Tea Farm Annexation)
- c. Introduction of Ordinance 19-21 (Tea Farm Planned Development Agreement)

11. Public Comments (3 minutes)

12. Town Council Comments

13. Executive Session if necessary

14. Action/s as a Result of Executive Session

15. Adjournment

**TOWN OF RAVENEL  
REGULAR TOWN COUNCIL MEETING  
TUESDAY, AUGUST 31, 2021  
6:00 P.M.**

The Regular Town Council Meeting of the Town of Ravenel was held Tuesday, August 31, 2021 6:00 P.M. at 5962 Highway 165, Suite 100, Ravenel, SC. The following members of Council were present: Robert Cochran, Harold Dukes, Gail Farrior, James Rodgers, Buckey Waters, Terry Wilkinson, and Mayor Stephen Tumbleston, who presided. Also, in attendance were: Town Attorney Joseph Wilson, Town Planning & Zoning Administrator Mike Hemmer, and Clerk-Treasurer Tammy Wood.

The media and public were duly notified of the date, time and place of the meeting.

**1. CALL TO ORDER & ROLL CALL:**

Mayor Tumbleston called the Regular Town Council Meeting to order at 6:00 P.M. A quorum was present to conduct business.

**2. INVOCATION & PLEDGE OF ALLEGIANCE:**

The Invocation and Pledge of Allegiance was led by Mayor Tumbleston.

**3. MAYOR COMMENTS/REPORT:**

**a. Meeting Procedure Changes**

Mayor Tumbleston explained that with the spike in COVID-19 cases, Councilmembers and meeting attendees should use their best judgement concerning wearing masks at future meetings, and expressed to Council that he is open to any recommendations on changes. The option to call in remotely is still available to anyone who wishes to do so.

**b. Veterans Breakfast**

The Town will be hosting its first annual Veterans Breakfast on Wednesday, November 10, 2021 at 8:00 A.M. at Ravenel Community Hall. Area veterans are invited to enjoy breakfast with a presentation by David LeBlanc, Charleston County Director of Veterans Services.

**c. Old EB Ellington School**

Mayor Tumbleston voiced his ideas on cleaning up the vacant property where the former EB Ellington School is located. New fencing and windows are a top priority, and future plans suggested by residents include a walking trail and making renovations to the basketball courts that are there. The Town's architectural team will make a more concrete outline and work on getting this project started.

**d. Outdoor Spatial Design Task - Ravenel Hall**

The Town's design team will begin improvements on Ravenel Community Hall and the ballfield. An updated boundary survey and topography review in the amount of \$3,500 needs to be completed. Councilmember Waters made a motion to approve; seconded by Councilmember Wilkinson. All voted in favor. Motion passed.

**e. Reveer Group Civil Task - Savannah Highway & 165 Intersection**

The Reveer Group will organize a traffic study at the intersection of Savannah Highway and Highway 165, which has become a dangerous problem area for residents and passersby. This survey will be more extensive and comprehensive than the survey previously completed by SCDOT. The Mayor is hopeful that this study will build a strong case for SCDOT to reassess. The survey will cost \$4,835. Councilmember

Dukes made a motion to approve; seconded by Councilmember Farrior. All voted in favor. Motion passed.

**f. Campground/RV Park Code Changes**

Mayor Tumbleston explained that with the influx of requests for RV parks and campgrounds, comprehensive ordinances need to be established, which Town Planning & Zoning Administrator Hemmer will begin to develop.

**g. Savannah Highway Improvement Fund**

Mayor Tumbleston desires to improve the appearance of many properties located along Savannah Highway and encouraged Councilmembers to begin brainstorming ideas to help jumpstart this effort.

**h. Does anyone wish to speak during item #11 - Public Comments?**

Resident Matthew Burn of Lola Drive expressed interest in speaking during Public Comments.

**4. APPROVAL OF AGENDA:**

**a. Recusals/Conflicts of Interest**

Mayor Tumbleston will recuse himself during the Sparrow & Kennedy and Kaya Site Plans with justification that he is professionally employed by, under contract, or may be under contract with principal in the future.

**5. APPROVAL OF MINUTES:**

**a. June 29, 2021**

Councilmember Cochran made a motion to approve the June 29, 2021 Council Meeting minutes; seconded by Councilmember Wilkinson. All were in favor. Motion passed.

**b. July 6, 2021**

Councilmember Dukes made a motion to approve the July 6, 2021 Council Meeting minutes; seconded by Councilmember Rodgers. All were in favor. Motion passed.

**c. July 27, 2021**

Councilmember Dukes made a motion to approve the July 27, 2021 Council Meeting minutes; seconded by Councilmember Farrior. All were in favor. Motion passed.

**6. PUBLIC STATEMENTS/PRESENTATIONS:**

**a. Statements submitted prior to meeting**

None.

**b. Curtis Inabinett Jr.**

Former Councilmember Curtis Inabinett Jr. reintroduced a proposal that he presented during his term in 2019 relating to transforming the vacant EB Ellington School into a nursing home or an assisted living facility. Mr. Inabinett has spent a considerable amount of time doing research on the details of this idea and distributed packets and a site plan with information to the Mayor and Council.

**7. REPORTS FROM STAFF AND OFFICERS:**

**a. Town Attorney Report**

No report.

**b. Charleston County Sheriff's Office Report**

Sergeant James and Sergeant Wade of the Charleston County Sheriff's Office took to the podium to give an overview of their efforts since beginning the contract of off duty officers in the Town. James disclosed recent crime in the Town including stolen trailers, lawnmowers, lumber and vehicles, as well as residence

and vehicle break-ins. Wade detailed that so far this month, deputies have worked 149 hours, which led to 77 stops that included warnings and citations. Seven arrests were made for drug violations, driving under suspension, and outstanding warrants. James explained that response time for this area has drastically decreased since the deputies have begun working in the Town.

**c. Clerk-Treasurer Report**

**i. Audit**

Clerk-Treasurer Wood stated that the Town's CPA Leslie Kelly will give a presentation on the 2020 Audit prior to the Budget Workshop scheduled for Tuesday, September 14, 2021 at 5:30 P.M.

**ii. Business License Update**

Wood and Hemmer recently attended a Business License round table hosted by the Municipal Association of South Carolina. Topics discussed included the Business License Standardization Act, adopting the new 2022 Model Business License Ordinance, and setting up the new online portal for business license renewals. In September, a New Business License Ordinance and Rate Schedule will be introduced for Council's approval.

**iii. November Election Update**

Wood shared that Candidate Filing for the November election of three open Council seats closed on August 20, 2021 at noon. There are seven candidates running.

**d. Town Planning & Zoning Administrator Report**

**i. Collision Garage Update**

Hemmer explained that a hearing regarding the garage on Chinnis Side will be held in October.

**ii. County Hazard Mitigation Plan Notice of Changes**

The Charleston Regional Hazard Mitigation Plan is supported by the Building Inspection Services Department and yearly updates are approved by the plan's thirty-one committee members. This plan is required by the Federal Emergency Management Agency (FEMA) in order to receive disaster funding and reimbursement, as well as federal mitigation grants. Hemmer notified Council that these changes are available to view on the Charleston County website or obtainable in a hardcopy format at the Lonnie Hamilton Public Services Building.

**iii. Lawn Cutting & Vegetation Removal Bid Tabulation**

Council received documents for their review on the bids of three different landscaping companies for lawn cutting and vegetation removal needs around Town. A resolution will later be presented.

**iv. Kaya Site Plan**

Mayor Tumbleston recused himself during this site plan. Hemmer shared that Kaya is a contract engineering and construction company that fabricates and installs building systems for government facilities. This site would be located behind The Harvest Moon restaurant off of Savannah Highway. A property line will be abandoned, keeping the restaurant on its own lot and joining the surveyor lot and the lot that wraps around behind it. A 10,000 square foot fabrication facility will be built in this area with a 525 square foot laydown yard. The survey building would be used as their design facility. Hemmer shared that the fire district approved of the layout and plans, and the plans meet Town codes. Malcolm Glenn and Mike Richmond, Kaya representatives took to the podium to disclose additional information on site plans. Glenn explained that the facility would be 300-feet off of the highway, and that there will be running water with an underground pump station connecting all three facilities into the sewer line. Councilmember Waters had concerns about what will be in the laydown yard as well as the appearance of the property from Savannah Highway. Richmond explained that there are plans to build a fence as well as

incorporate landscaping and natural vegetation to beautify the area. Councilmember Rodgers questioned the impact of traffic on the highway, to which Richmond shared that a truckload or less of steel once a month would be delivered keeping traffic flow in and out of the area minimal. Councilmember Waters made a motion to approve the Kaya Site Plan; seconded by Councilmember Dukes. All were in favor. Motion passed.

Hemmer shared that the Automated License Plate Reader Camera purchased by the Town has been installed pointing towards the Savannah Highway and Highway 165 intersection. The Town expects to receive approval and billing information for the Dominion Energy pole on Highway 17 in the near future.

**e. Town Code Inspector/Facility Manager Report**

None.

**f. Sewer System Report**

**i. All information is in to Raftelis for Impact Fee Study**

Hemmer shared that all necessary data has been submitted to Raftelis for the Impact Fee Study that they will conduct. He added that the capital improvement plan for Seamon Whiteside is pending and will be submitted soon.

**ii. Connection ordinance for consideration**

This ordinance that Council will consider later in the meeting concerns the amendment to the sewer connection.

**8. Reports of Commissions, Boards, and Committees**

**a. Planning & Zoning - Recent Meetings**

Hemmer reminded Council that the purpose of the Planning & Zoning Commission is to give a recommendation to which Council can approve or deny where they see fit.

**i. August 5, 2021: Recommend denial of rezoning**

Hemmer shared that the meeting on August 5 was primarily held to discuss the rezoning of a General Business property. Commissioners voted to deny the recommendation. The denial of the recommendation from business to industrial district was due to the fact that Commissioners didn't believe the rezoning request fell under industrial code.

**ii. August 19, 2021: Recommend changes to Zoning Code**

Hemmer detailed that at the August 19 meeting, Commissioners made the recommendation to approve amending the zoning code for instances similar to the rezoning request that took place on August 5.

**iii. Upcoming Meeting on September 16, 2021**

At this meeting, there are three items on the agenda including the Tea Farm Tract Planned Development, a site plan review for changes to Section 4.6 of the zoning code, and beverage manufacturing changes and conditions and how it may be allowed in a general business.

**b. Board of Zoning Appeals**

None.

**9. Old Business**

**a. Sparrow & Kennedy Site Plan**

Mayor Tumbleston recused himself during this site plan. Councilmember Cochran shared that this is the second reading for this site plan. Hemmer added that at the previous meeting this plan was tabled. Since then, Sparrow & Kennedy has taken Council's thoughts into consideration and has provided photographs

and a new site plan. Eric Ladson with Earth Source mentioned that previously there was a question concerning the location of vehicles waiting to be serviced, to which he answered that they would be positioned in a waiting area in the rear of the property in the Northwest corner, and will be hidden from street view and covered by existing landscaping. Tee Mappus with Sparrow and Kennedy confirmed that the building is 3,000 square feet with five roll up doors, and the current storage area will remain in the same place as it is currently placed. Mappus furthered that the building in the rear will be the same color scheme to make sure it belongs and looks as if it was originally built with everything else on the property. He added that the retention pond will be filled in and moved further into the corner of the property in order for the building to fit directly behind it, leaving a smaller chance of visibility from the highway. Mappus stated that there are currently 30 to 40 repair objects on the property waiting to be serviced, however, that number regularly depends on machine, size, and time of year. Commissioner Rodgers questioned the presence of vegetation in front of the waiting area, to which Mappus responded that there are currently no plans to add to current foliage. Councilmember Rodgers expressed his appreciation regarding how well maintained and well-kept the property is. Councilmember Dukes made a motion to approve the Sparrow and Kennedy Site Plan; seconded by Councilmember Waters. All were in favor. Motion passed.

## **10. New Business**

### **a. Introduction of Ordinance 14-21 (Amend Sewer Connection)**

Hemmer reintroduced that this ordinance was passed in 2019 with several amendments. At that time, the Town required anyone to tap in to the sewer connection when the property or structure changed. Seamon Whiteside grew concerned that the numerous tap ins began to change the hydraulics of the system and lessened the effectiveness of the main. Councilmember Wilkinson made a motion to approve the amendment of the sewer connection; seconded by Councilmember Dukes. All were in favor. Motion passed.

Councilmember Waters mentioned his concerns of the financial burden that this may place on single-family residential homes. Mayor Tumbleston explained that this ordinance is aimed toward small businesses and the objective is to give relief to the owners of these businesses. These commercial properties would be required to connect into a municipal sewer system where they have a perfectly operating septic tank. Mayor Tumbleston explained this would affect very few businesses, and that the Town needs the residential customers being annexed to make the sewer system profitable. Councilmember Waters made a motion to amend Item B3 of the ordinance to exclude any residential property or structure located on the property with a failed septic system; seconded by Councilmember Dukes. All were in favor. Motion passed.

### **b. Introduction of Resolution 2021-11 (Hire Pleasant Places)**

Hemmer shared that Pleasant Places has been hired for \$6,652 monthly or \$79,824 a year to complete landscaping and trash and vegetation removal in the Town. Councilmember Dukes made a motion to approve this resolution; seconded by Councilmember Farrior. All were in favor. Motion passed.

### **c. Introduction of Resolution 2021-12 (Authorize ARPA)**

Hemmer explained that the American Recovery Plan Act is dispersing federal funding to local governments with a population under 50,000. This was recommended by the Municipal Association of South Carolina and needs to be approved to receive these monetary resources. Councilmember Cochran made a motion to approve this resolution; seconded by Councilmember Dukes. All were in favor. Motion passed.

### **d. Introduction of Ordinance 15-21 (Add 3.1.26 and Amend Appendix B)**

Hemmer explained that there are four classifications on the zoning matrix. If it is blank, it is not allowed in the zoning classification. If there is an 'A', it is allowed without any restrictions other than meeting Town code. If there is a 'C' or a special exception use, there are criteria that need to be followed, including the approval of the Planning & Zoning Administrator, or if it falls under a special exception use, the Board of Zoning Appeals would have to look at it. This particular ordinance deals with vehicle storage including boats, buses, RVs, campers, or impound yards, and would allow a conditional or special exception use with



the following in a General Business district: site plan approval by Town staff, trash containers must be screened from view, no storage containers, semi-truck or tractor trailers, or wrecked vehicles are allowed on the lot, vehicle repairs must be serviced in a building, vehicle washing must be done in a specific area behind the building and completely screened from a public right-of-way, the lot must be at least three acres, but no more than five acres, there must be a 100-foot cleared entryway road, the use must be separated and screened from adjacent property right-of-way by an eight foot opaque fence with screening vegetation and screening trees in front of the fence, and all vehicles and personal property must be fully registered and licensed and ready for roadway use. The Planning & Zoning Commission recommended that these will be a conditional use and Hemmer would make final approvals based on site plans and submittals. There was no motion for this ordinance.

**e. Introduction of Ordinance 16-21 (Amend sections 3.1.22, 3.1.23, and Appendix B)**

Hemmer stated that this ordinance regards towing services. He explained Section 3.1.22 deals with towing services with no vehicle storage, and 3.1.23 deal with towing services with vehicle storage allowed. This would combine them and make it a conditional or special exception use with twelve criteria including the same eleven areas of criteria mentioned previously in Ordinance 15-2, with the exception of the use being at least 200 feet away from the roadway, the lot cannot be more than 1-acre, and the addition of no more than three work vehicles being allowed on the lot at a time. There was no motion for this ordinance.

**f. Consideration of Ordinance for Rezoning Request MA2021-06**

Hemmer explained that the intent for this rezoning was to put a vehicle storage facility on the property. The initial plan was to rezone the request to General Industrial, to which the Planning & Zoning Commission recommended to deny this consideration. There was no motion for this ordinance.

**11. Public Comments (3 minutes)**

Resident Matthew Burn of Lola Drive questioned the purpose of the license plate readers that were recently installed in the Town. Mayor Tumbleston explained that license plate numbers will be sent to the SLED database to which the Charleston County Sheriff's Office will have access to, and will help locate criminals. Mr. Burn also asked about the location of rules and regulations that disclose what you can and cannot have in your yard. Hemmer stated that there is a nuisance code in the Town code that is available to anyone.

Resident John Cordray of Old Jacksonboro Road expressed his appreciation to Council for the decision that was made earlier regarding the ordinance to amend the sewer system.

Resident and Town business owner Edgar Godfrey III, voiced concerns about a one-acre piece of property that he owns and cannot utilize. Mr. Godfrey explained that he would like this decision to be reconsidered, as he has plans to landscape and beautify the property. He stated that this decision has and will decrease a significant amount of revenue for him, and is keeping at least one individual out of doing business that would be beneficial to the Town and its residents.

**12. Town Council Comments**

Councilmember Dukes stated that he believes it would be a good idea to have the Planning & Zoning Commission take another look at Mr. Godfrey's request and make the recommendation to consider it with the addition of some amendments.

Councilmember Cochran strongly suggested that Council go over the plans and documents given to them by Former Councilmember Curtis Inabinett Jr., and at some point, add it to the agenda for discussion.

Councilmember Rodgers began his comment by expressing his excitement to begin writing a campground and RV ordinance as he requested, and stated that he no longer wishes to receive a second opinion

concerning this matter. He added that at the previous Council meeting, he presented to the Mayor and Council several notes concerning Lakeview Campground. He stated that preliminary discussion has taken place with the Town and the owners of the campground to plant vegetation between Highway 17 and the campground. He trusts that this will provide a natural barrier between the campground and the highway. Rodgers emphasized that he personally feels the Mayor and Town Council are elected to ensure the welfare of all citizens of the Town. He had several concerns including the density of the campground in the event of a fire, stating that an instance of this sort would devastate all campers and automobiles in a short amount of time. Rodgers questioned if campers are anchored and if they are licensed and roadworthy. Additional concerns involved evacuation tactics and the preparedness of the campers to clear the site, sanitation, and the idea to complete septic tank and water quality inspections. Rodgers believes that the Town should share these concerns and provide helpful feedback with all involved parties.

### **13. Executive Session**

None.

### **14. Action/s as a Result of Executive Session**

None.

### **15. Adjournment**

Councilmember Dukes made a motion to adjourn at 7:41 P.M.; seconded by Councilmember Rodgers. All voted in favor. Motion passed.



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**Mayor Stephen Tumbleston**

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**Robert Cochran**

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**Harold "Buck" Dukes**

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**Gail Farrior**

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**James Rodgers**

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**Buckey Waters**

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**Terry Wilkinson**

**Minutes transcribed from tape and respectfully submitted by – Mikayla White, Clerk-Receptionist**



# RECUSAL STATEMENT

Member Name: STEPHEN W. Tumbleson

Meeting Date: 8-31-21

Agenda Item: Section 7-D Number: IV

Topic: KAYA Site Plan

*The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the council member (1991 Op. Atty. Gen. No. 91-37.) A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.*

## Justification to Recuse:

☐ Professionally employed by or under contract with principal

☐ Owns or has vested interest in principal or property

☒ Other: My Private Company Employer  
has been contacted to bid this project.

Date: 8-31-21 Sh. Tumbleson

Member

Approved by Parliamentarian: [Signature]



# RECUSAL STATEMENT

Member Name: STEPHEN W. Tumbleson

Meeting Date: 8-31-21

Agenda Item: Section 9 Number: A

Topic: SPARROW & Kennedy Site Plan

*The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the council member (1991 Op. Atty. Gen. No. 91-37.) A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.*

## Justification to Recuse:

☒ Professionally employed by or under contract with principal

☐ Owns or has vested interest in principal or property

☐ Other: \_\_\_\_\_

Date: 8-31-21

Se. Ted  
Member

Approved by Parliamentarian: [Signature]

**TOWN OF RAVENEL  
COUNCIL BUDGET WORKSHOP  
TUESDAY, SEPTEMBER 14, 2021  
5:30 P.M.**

The Town Council Budget Workshop of the Town of Ravenel was held Tuesday, September 14, 2021 5:30 P.M. at 5962 Highway 165, Suite 100, Ravenel, SC. The following members of Council were present: Robert Cochran, Harold Dukes, Gail Farrior, James Rodgers, Buckey Waters, Terry Wilkinson, and Mayor Stephen Tumbleston, who presided. Also, in attendance were: Town Planning & Zoning Administrator Mike Hemmer and Clerk-Treasurer Tammy Wood.

The media and public were duly notified of the date, time and place of the meeting.

**1. CALL TO ORDER & ROLL CALL:**

Mayor Tumbleston called the meeting to order at 5:30 P.M. A quorum was present to conduct business.

**2. INVOCATION & PLEDGE OF ALLEGIANCE:**

The Invocation and Pledge of Allegiance was led by Mayor Tumbleston.

**3. MAYOR COMMENTS/REPORT:**

None.

**4. PUBLIC STATEMENTS SUBMITTED PRIOR TO MEETING (5 MINUTES):**

None.

**5. 2020 AUDIT REPORT PRESENTATION BY CPA LESLEY KELLY:**

Postponed to Town Council Meeting scheduled for Tuesday, September 28, 2021.

**6. FISCAL YEAR ENDING DECEMBER 2022 BUDGET DISCUSSION:**

All Councilmembers were given a finance worksheet created by Clerk-Treasurer Wood that outlined the Town's finances from the current year and proposed finances for next year, along with an area to see either an increase or decrease of each item between both years. Mayor Tumbleston explained that these items are up for debate and discussion and can be modified as Council sees fit. This is the largest annual budget that the Town has ever had totaling \$1,500,000, or half a million dollars more than last year's budget.

Wood began by sharing that all items highlighted in orange are new proposed expenditures.

Wood shared that Item 100-5102 labeled Contract Employee Payroll is primarily for the additional deputy support in the Town that totals nearly \$83,000 annually. Additional new expenditures include demolition projects (\$30,000), traffic signals (\$75,000), and a lease agreement for automated license plate readers (\$10,570) being installed in the Town.

Several items under Revenue have significantly changed, with the main item being Prior Year Reserves Forward. This transfers money from the General Fund to the South Carolina Local Government Investment Fund once an account reaches \$250,000 to ensure its protection.

The Town is expecting COVID-19 related funds from the government that will be sent in two increments and is expected to total around \$690,000. Mayor Tumbleston and Council will conduct a separate meeting to discuss these funds.



Under Revenue, the Commissioners of Public Works Water Service Fee has slightly increased, as well as the Town's Franchise Fee, due to an increase in the Town's contractual agreement with Dominion Energy and Berkeley Electric Cooperative.

While business license fees from automobile dealers have decreased this year due to the shortfall of vehicle production, there has been a substantial amount of business license fees from construction companies.

Ravenel Community Hall rentals have suffered a significant number of cancellations due to the spike in COVID-19 cases. Mayor Tumbleston is hopeful that next year will bring less numbers and more rentals to correspond with the proposed budget.

Councilmember Cochran questioned the purpose of Item 100-4660 labeled TNC Act, to which Wood responded that it is a tax fee for phone applications similar to Uber that connect a passenger to a driver. After paying this minimal fee to the state, it is reimbursed to the municipality. She added that eventually Item 100-4280 labeled Merchants Inventory, will be phased out altogether.

Under Expenditures, payroll for the Mayor, Council and staff in the amount of \$214,600 will stay the same. The contingency fund of \$40,000 will be used for raises, cost-of-living increases, and to add additional employees if need be. Mayor Tumbleston and Council agreed to increase the payroll amount.

Mayor Tumbleston and Council agreed to come up with a way to relabel Item 100-5102 named Contract Employee Payroll so that it shows which contract employee gets paid what. For example, the deputies are currently the only contract workers in the Town, however, it will need to be categorized in the event that another contract employee is hired.

A new item which Council will need to vote on has been added to the budget for the first time. Item 100-5103 named Scholarship Program has an amount of \$1,200 for tuition reimbursement to financially assist employees furthering their education. Mayor Tumbleston and Council agreed to change the name to Tuition Reimbursement. This item has a tax ramification to the employee and the Town up to a certain dollar amount. Mayor Tumbleston and Council also agreed that there needs to be an item to financially assist employees, Council, Commissioners, or Board members who are practicing a trade or even someone who is interested in studying a municipal course or attending an event related to their position.

The South Carolina Retirement Expense as well as Health and Dental Insurance has slightly increased as it normally does on a yearly basis for the employer. This amount can also increase depending on coverages chosen by the employee.

Wood explained that Direct Deposit Fees will increase by \$400. There is a fee to enroll in direct deposit at \$1.75 per check. The deputies who the Town has hired are enrolled, which has added to the cost.

The decision was made to increase Meetings and Accommodations to \$10,000 due to the fact that a large number of events were cancelled this year due to COVID-19.

Per Diem will increase due to cost-of-living changes. Mileage will also increase to match government issued rates and due to the rise of gasoline prices.

Office Expenses will increase by \$7,500 as the Town is anticipating obtaining software upgrades for the sewer system, municipal permitting, cloud storage technologies, and kiosk abilities. Mayor Tumbleston and Council agreed to keep office expenses at \$50,000, and create a separate IT category to include IT fees, equipment, and software.

Although there is no election in 2022, Wood included \$2,000 in the budget in the event of a special election.

The idea to increase Due to Sewer funds was considered in the event of a sewer pump outage.

Landscaping has increased due to our new contract with Pleasant Places who will complete landscape maintenance and litter control around the Town.

Mayor Tumbleston and Council agreed to increase and amend Item 100-5444 labeled Public Works Signage, to Pubic Works. These funds would be used for signage around Town, as well as issues like fixing holes in the road on Town owned property.

Community Programs will increase by \$2,500 and will include Senior Day, the Town's annual Christmas event, the Back-to-School celebration, and more.

Disaster Relief has increased by \$5,000. This item will purchase things like sandbags and fresh water to assist residents during a catastrophic event.

Demolition Projects have been added to the budget in the amount of \$30,000. This will fund the destruction of dilapidated buildings that residents need the Towns help cleaning up.

Councilmembers expressed the need for the Town to include an item for grants. Mayor Tumbleston explained that the Town will need to set a budget to hire a contract grant writer so that the Town can begin receiving and benefitting from the numerous grants that are available to municipalities.

Costs for street lights have decreased due to the installation of LED lights that are more efficient.

The Mayor and Council agreed to add an item number for funds to purchase equipment that the Town has made a prior commitment to provide to the individuals that utilize the ballfield.

Capital Projects has increased by \$200,000 totaling \$400,000. These projects will include improvements to The Depot, The Ballfield, Rantowles Grove, EB Ellington School, and more.

Proposed budget figures agreed upon by The Mayor and Council will soon have a Public Hearing and two readings. The budget will be finalized before the end of the year.

## **7. ADJOURNMENT:**

Councilmember Waters made a motion to adjourn at 7:03 P.M.; seconded by Councilmember Rodgers. All were in favor. Motion passed.





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**Mayor Stephen Tumbleston**

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**Robert Cochran**

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**Harold "Buck" Dukes**

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**Gail Farrior**

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**James Rodgers**

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**Buckey Waters**

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**Terry Wilkinson**

**Minutes transcribed from tape and respectfully submitted by – Mikayla White, Clerk-Receptionist**



September 23, 2021

Dear Mayor & Council Members,

The August 2021 financials for the General Fund, and Sewer Fund are enclosed for your review.

I wanted to highlight some of the changes to the New Business License Ordinance which will be presented to you for the 1<sup>st</sup> reading at the Council Meeting on September, 28, 2021.

As recommended by MASC in order to be revenue neutral in 2022 the rates needed to be adjusted.

As you will see in the proposed ordinance most of the base rates and rates per thousand have decreased. You will also notice that all non-residential businesses will continue to pay the base rate of \$100.00 for the first \$2000.00. However, the rate per thousand will increase from \$1.50 to \$2.50. Another notable change will be a non-residential business which mainly consists of contractors will only pay the base fee once per year. They will not pay an additional base fee when they update per job. They will only pay the rate of \$2.50 per thousand.

I have enclosed a copy of the current rate schedule and the new proposed rate schedule for comparison.

During the next few weeks, we will be converting all of our business license data into a format that will allow us to begin testing on the new business license renewal portal. This will give us time to work out any issues that may exist before going live in January 2022.

Also please note all individuals who are not in the November 2, 2021 election your 3rd quarter Campaign Disclosure form is due on **October 10th** for the period **July 1 through September 30**. **If you have filed a final report, please disregard this notice.** If you file with the State Ethics Commission and have any questions, please call 803-253-4192.

If you have any questions or need additional information, please let me know.

Thank you,

Tammy L. Wood  
Clerk-Treasurer  
Town of Ravenel

# Town of Ravenel

## Profit & Loss YTD Comparison

### August 2021

	Aug 21	Jan - Aug 21
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
100-4100 ACCOMODATION TAX	0.00	1,649.16
100-4120 LOCAL GOVT FUND DIST	0.00	44,951.35
100-4130 BUSINESS LICENSE	12,516.12	155,689.40
100-4160 Charleston Cty Permits	285.83	1,743.58
100-4170 CPW WATER SERVICE FEE	525.66	4,082.80
100-4181 ELECTION FILING FEE	350.00	500.00
100-4200 FRANCHISE FEE	6,247.16	120,115.87
100-4220 INSURANCE TAX	0.00	188,906.26
100-4250 LOST PROPERTY TAX	0.00	156,213.66
100-4260 LOST REVENUE FUND	0.00	99,381.90
100-4270 MASC BROKER'S TAX	12,829.88	12,829.88
100-4280 MERCHANTS INVENTORY	0.00	35.43
100-4454 Telecomm Tax	0.00	4,513.65
100-4460 TNC Act	0.00	34.63
100-4500 HALL RENTAL		
Early Set Up Fee	0.00	175.00
100-4500 HALL RENTAL - Other	-200.00	6,500.00
<b>Total 100-4500 HALL RENTAL</b>	<b>-200.00</b>	<b>6,675.00</b>
<b>100-4510 ZONING PERMITS</b>		
Demolition Permit	0.00	50.00
Mobile Home Permit	0.00	750.00
Noncompliance Penalty	0.00	200.00
REZONING	0.00	1,004.50
SIGN PERMIT	0.00	600.00
Special Except Applic	0.00	500.00
Subdivision Review	0.00	150.00
VARIANCE	0.00	250.00
100-4510 ZONING PERMITS - Other	400.00	4,845.25
<b>Total 100-4510 ZONING PERMITS</b>	<b>400.00</b>	<b>8,349.75</b>
100-4511 Appeals Fee	0.00	50.00
100-4600 INTEREST	190.47	10,573.28
100-4700 MISCELLANEOUS INCOME	0.00	1,440.63
100-4800 Transfer fr General	275,000.00	275,000.00
Movie Night Donation	200.00	3,000.00
<b>Sewer</b>		
Impact Fees		
Administrative Fees	0.00	0.00
Impact Fees - Other	0.00	0.00
<b>Total Impact Fees</b>	<b>0.00</b>	<b>0.00</b>
Tap & Inspection Fees	0.00	0.00
<b>Total Sewer</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Income</b>	<b>308,345.12</b>	<b>1,095,736.23</b>
<b>Gross Profit</b>	<b>308,345.12</b>	<b>1,095,736.23</b>
<b>Expense</b>		
100-5100 Payroll Exp		
100-5101 PAYROLL	15,045.50	144,658.70
100-5102 Contract Emp Payroll	3,470.00	3,470.00
100-5120 PAYROLL TAX	1,348.65	11,891.55
100-5100 Payroll Exp - Other	2,626.00	-6,566.77
<b>Total 100-5100 Payroll Exp</b>	<b>22,490.15</b>	<b>153,453.48</b>
100-5130 SC RETIREMENT EXPENSE	-1,478.68	19,378.18
100-5240 MEETINGS		
Accomodations	0.00	2,732.44

# Town of Ravenel

## Profit & Loss YTD Comparison

### August 2021

	Aug 21	Jan - Aug 21
Training	0.00	1,694.16
100-5240 MEETINGS - Other	0.00	1,325.63
<b>Total 100-5240 MEETINGS</b>	<b>0.00</b>	<b>5,752.23</b>
<b>100-5245 MILEAGE</b>	<b>72.46</b>	<b>425.49</b>
<b>100-5246 Per Diem</b>	<b>0.00</b>	<b>360.00</b>
<b>100-5250 Office Expenses</b>		
Christmas 2020	0.00	0.00
Election Expense	1,009.66	1,009.66
Inspector Cell Phone	65.37	522.97
Town Shirts	0.00	45.14
Town Signage	897.81	897.81
Website Maint & Codification	0.00	4,902.00
Zoning Map Updates	0.00	60.00
100-5250 Office Expenses - Other	3,151.93	21,866.46
<b>Total 100-5250 Office Expenses</b>	<b>5,124.77</b>	<b>29,304.04</b>
<b>100-5350 DONATIONS</b>	<b>0.00</b>	<b>250.00</b>
<b>100-5351 Intuit Transaction Fee</b>	<b>134.79</b>	<b>1,437.99</b>
<b>100-5422 ADVERTISING</b>	<b>666.50</b>	<b>3,438.54</b>
<b>100-5425 ACCOUNTING FEE</b>	<b>4,300.00</b>	<b>17,400.00</b>
<b>100-5427 LANDSCAPE &amp; LITER</b>		
100-5231 LANDSCAPE	4,750.00	29,360.00
<b>Total 100-5427 LANDSCAPE &amp; LITER</b>	<b>4,750.00</b>	<b>29,360.00</b>
<b>100-5444 Public Works</b>	<b>1,250.50</b>	<b>1,729.73</b>
<b>100-5445 STREET LIGHTS</b>	<b>4,777.63</b>	<b>25,841.19</b>
<b>100-5470 VEHICLE EXPENSE</b>	<b>508.27</b>	<b>1,187.07</b>
<b>100-5530 BENNETT PARK</b>		
100-5535 Utilities	157.00	650.00
<b>Total 100-5530 BENNETT PARK</b>	<b>157.00</b>	<b>650.00</b>
<b>100-5560 Rantowels Grove</b>		
100-5561 Utilities	137.00	543.00
100-5562 Lighting Project	0.00	1,020.45
Rantowels Grove	0.00	0.00
<b>Total 100-5560 Rantowels Grove</b>	<b>137.00</b>	<b>1,563.45</b>
<b>100-5630 COMMUNITY PROGRAMS</b>		
BTS Event	661.14	958.61
Movie Night Under the Stars		
Charleston County School Applic	0.00	375.00
Event Supplies	0.00	387.02
Movie License	0.00	506.85
Nurse First Aid	0.00	90.00
Port-a-lets	0.00	425.00
Refreshments	0.00	2,009.59
Southern Outdoor Cinemas Deposi	0.00	2,299.00
Special Event Insurance	0.00	404.79
<b>Total Movie Night Under the Stars</b>	<b>0.00</b>	<b>6,497.25</b>
Senior Day	1,905.65	2,829.56
<b>Total 100-5630 COMMUNITY PROGRAMS</b>	<b>2,566.79</b>	<b>10,285.42</b>
<b>100-5730 DEPOT</b>		
100-5733 Restroom Open/Close		
Cleaning	750.00	950.00

# Town of Ravenel

## Profit & Loss YTD Comparison

### August 2021

	Aug 21	Jan - Aug 21
100-5733 Restroom Open/Close - Other	0.00	2,315.00
Total 100-5733 Restroom Open/Close	750.00	3,265.00
100-5738 UTILITIES		
100-5739 Restroom	0.00	136.11
100-5738 UTILITIES - Other	69.19	338.78
Total 100-5738 UTILITIES	69.19	474.89
100-5744 Restroom	0.00	68.88
100-5748 SUPPLIES	0.00	-219.07
100-5750 Security Cameras	125.00	1,000.00
Fire & Sprinkler System	0.00	2,323.30
Internet Service	619.33	619.33
MAINTENANCE		
Termite Bond	0.00	325.00
Total MAINTENANCE	0.00	325.00
Repair	100.00	100.00
Total 100-5730 DEPOT	1,663.52	7,957.33
100-5760 RAVENEL HALL		
100-5763 Sanitation	1,472.25	4,297.20
100-5765 Security Cameras	60.00	480.00
100-5769 SUPPLIES	0.00	416.65
100-5770 RH MAINTENANCE	100.00	3,550.71
100-5771 UTILITIES	325.24	2,041.76
100-5772 Internet Service	257.23	257.23
Total 100-5760 RAVENEL HALL	2,214.72	11,043.55
100-5777 Ravenel Ballfield UTILITIES	33.86	424.27
Total 100-5777 Ravenel Ballfield	33.86	424.27
100-5810 BEAUTIFICATION		
Entry Way Signage	0.00	3,792.00
Martin & Drayton Bush Hog	0.00	5,750.00
Train Tracks	0.00	1,080.00
100-5810 BEAUTIFICATION - Other	0.00	14,564.00
Total 100-5810 BEAUTIFICATION	0.00	25,186.00
100-5838 Ellington; Utilities		
100-5839 Main	61.40	528.88
100-5838 Ellington; Utilities - Other	146.26	1,164.56
Total 100-5838 Ellington; Utilities	207.66	1,693.44
100-5940 ELECTION	0.00	1,774.52
100-5960 Handyman Services	0.00	270.00
100-5990 UTILITIES; Town		
Telephone & Internet	401.61	3,176.40
TOWN HALL CAMERA	65.00	520.00
100-5990 UTILITIES; Town - Other	5,607.45	11,472.62
Total 100-5990 UTILITIES; Town	6,074.06	15,169.02
100-6200 Due to Sewer Capital Projects	0.00	70,000.00
Depot Sprinklers	0.00	51,500.00
Ravenel Ballfield	0.00	20,130.72
Total Capital Projects	0.00	71,630.72

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09/22/21

Accrual Basis

**Town of Ravenel**  
**Profit & Loss YTD Comparison**  
**August 2021**

	Aug 21	Jan - Aug 21
<b>INSURANCE</b>		
100-5324 HEALTH INSURANCE		
DENTAL INSURANCE	-45.92	-676.15
100-5324 HEALTH INSURANCE - Other	3,162.64	17,773.90
	Total 100-5324 HEALTH INSURANCE	17,097.75
	3,116.72	
100-5325 GENERAL INSURANCE	0.00	22,602.05
	Total INSURANCE	39,699.80
	3,116.72	
<b>LEGAL FEES</b>		
100-5423 Attorney Fees		
Current Year	795.00	8,505.00
100-5423 Attorney Fees - Other	2,140.00	10,940.00
	Total 100-5423 Attorney Fees	19,445.00
	2,935.00	
Total LEGAL FEES	2,935.00	19,445.00
<b>MISCELLANEOUS</b>	0.00	0.00
Roth 401 (k)	90.00	420.00
Transfer to SC Local Government	275,000.00	275,000.00
	Total Expense	841,530.46
	336,792.72	
Net Ordinary Income	-28,447.60	254,205.77
Net Income	-28,447.60	254,205.77

**Town of Ravenel**  
**Balance Sheet**  
As of August 31, 2021

	Aug 31, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100-1010 Payroll Banking	4,009.85
100-1030 General Fund Banking	261,192.32
100-1130 Meeting & Accom	894.54
100-1140 LGIF	1,917,884.97
Total Checking/Savings	2,183,981.68
Accounts Receivable	
Accounts Receivable	2,608.44
Total Accounts Receivable	2,608.44
Other Current Assets	
100-1040 Petty Cash	150.00
100-1200 BW CD#1610438	316,801.05
100-1220 BW CD16	1,202,413.17
100-1230 BWCD	3.00
100-1240 CD 1610439	737,057.43
100-1390 DUE FROM CPW	437.57
100-1400 Due from Franchisors	135,085.54
100-1410 ST Pauls Music Fest	1,853.28
100-1450 Prepaid Expense	4,763.27
Payroll Asset	-332.46
Total Other Current Assets	2,398,231.85
Total Current Assets	4,584,821.97
Fixed Assets	
100-1500 LAND	1,762,900.78
100-1510 Land & Infrastructure	2.00
100-1520 Buildings & Struc	865,099.43
100-1530 Equip & Furnishings	140,254.58
100-1540 Vehicles	21,244.14
100-1550 Accumulated Deprec- PW	-118,578.98
100-1560 Accumulated Deprec	-111,284.52
100-1570 Accumulate Depr Comm	-123,840.12
100-1580 Accum Deprec Depot	-303,421.05
100-5481 License Plate Readers	
Permits	428.75
100-5481 License Plate Readers - Other	11,415.61
Total 100-5481 License Plate Readers	11,844.36
Total Fixed Assets	2,144,220.62
Other Assets	
100-1300 DUE FROM COUNTY	1,219.14
100-1310 DUE FROM STATE	43,615.34
100-1460 INTEREST RECEIVABLE	14,930.30
Total Other Assets	59,764.78
<b>TOTAL ASSETS</b>	<b>6,788,807.37</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,968.32
Total Accounts Payable	1,968.32
Other Current Liabilities	
100-2000 OTHER ACCOUNTS PAYABLE	6,613.66
100-2050 Accrued Payroll	5,137.00

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09/22/21

Accrual Basis

**Town of Ravenel**  
**Balance Sheet**  
**As of August 31, 2021**

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	<u>Aug 31, 21</u>
<b>100-2060 Payroll Liabilities</b>	
100-2070 FICA	1,655.72
100-2080 Life Insurance	140.33
100-2090 MEDICARE	387.21
100-2100 SC W/H	-290.23
100-2110 US W/H	768.00
100-2060 Payroll Liabilities - Other	-7,763.36
	<hr/>
<b>Total 100-2060 Payroll Liabilities</b>	-5,102.33
 100-2120 Payroll Liab Other	-3,277.36
100-2130 RETIREMENT PAYABLE	6,924.70
100-2700 Direct Dep Liabilities	-3.40
100-2750 Due from Sewer Fund	-99,214.29
	<hr/>
<b>Total Other Current Liabilities</b>	-88,922.02
	<hr/>
<b>Total Current Liabilities</b>	-86,953.70
	<hr/>
<b>Total Liabilities</b>	-86,953.70
 <b>Equity</b>	
100-3010 Fund Balance	3,391,344.67
100-3020 Fund Bal-Cap Assets	2,131,777.26
100-3030 Fund Bal-EB Ellington	8.22
Opening Bal Equity	1,098,425.15
Net Income	254,205.77
	<hr/>
<b>Total Equity</b>	6,875,761.07
	<hr/>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,788,807.37</b>
	<hr/> <hr/>



**Town of Ravenel**  
**Profit & Loss YTD Comparison**  
**August 2021**

	Aug 21	Jan - Aug 21
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
200-4100 CPW Sewer Collection	9,272.54	38,656.05
200-4115 Impact Fees	2,600.00	5,980.00
<b>Sewer Collection Fees</b>		
200-4130 Origination	25.00	75.00
200-4140 Tap & Inspection Fees	200.00	600.00
<b>Total Sewer Collection Fees</b>	225.00	675.00
<b>Total Income</b>	12,097.54	45,311.05
<b>Gross Profit</b>	12,097.54	45,311.05
<b>Expense</b>		
200-5201 Backflow Testing	0.00	370.75
200-5230 Communications	0.00	1,643.27
200-5300 Main (17&162)	3,040.07	24,877.20
200-5301 Engineering Services	375.00	20,110.77
200-5330 Pump Maintenance	4,188.00	38,953.49
200-5400 Security Alarm	0.00	1,642.25
200-5428 Bank Service Charge		
Check Reorder	0.00	238.17
<b>Total 200-5428 Bank Service Charge</b>	0.00	238.17
200-5510 Locates	150.00	7,575.00
<b>Utilities</b>		
200-5990 Electric Service	798.12	3,023.30
200-5991 Water Service	102.30	356.04
<b>Total Utilities</b>	900.42	3,379.34
<b>Total Expense</b>	8,653.49	98,790.24
<b>Net Ordinary Income</b>	3,444.05	-53,479.19
<b>Other Income/Expense</b>		
<b>Other Income</b>		
200-4600 Interest	16.65	145.54
<b>Total Other Income</b>	16.65	145.54
<b>Net Other Income</b>	16.65	145.54
<b>Net Income</b>	<b>3,460.70</b>	<b>-53,333.65</b>

**Town of Ravenel**  
**Balance Sheet**  
As of August 31, 2021

	Aug 31, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
200-1010 BOW-Sewer Account	7,209.43
200-1020 Impact Fees	188,351.50
Total Checking/Savings	195,560.93
Accounts Receivable	
200-1400 Accounts Receivable	
Accounts Receivable	600.00
200-1400 Accounts Receivable - Other	-2,027.00
Total 200-1400 Accounts Receivable	-1,427.00
Total Accounts Receivable	-1,427.00
Other Current Assets	
200-1200 BW CD#1610439	2,145.00
200-1320 Due from CWS	1,384.84
200-1450 Prepaid expenses	490.79
200-1500Accrued Interest Income	883.93
Total Other Current Assets	4,904.56
Total Current Assets	199,038.49
Fixed Assets	
200-1540 Wastewater System	4,861,209.92
200-1550 Accumulated Deprec	-1,232,687.52
Total Fixed Assets	3,628,522.40
<b>TOTAL ASSETS</b>	<b>3,827,560.89</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	-0.10
200-2020 Prio Year A/P	0.10
Total Accounts Payable	0.00
Other Current Liabilities	
200-1380 Due to/fr General	259,214.29
200-2000 Accounts Payable	4,684.56
Total Other Current Liabilities	263,898.85
Total Current Liabilities	263,898.85
Total Liabilities	263,898.85
Equity	
200-3100Unrestricted Net Assets	-445,713.96
200-3140 Fund Bal Expansion	191,127.00
200-3150 Fund Bal Inv in Cap	3,871,582.65
Net Income	-53,333.65
Total Equity	3,563,662.04
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,827,560.89</b>



**Town of Ravenel**  
 BUSINESS LICENSE DEPARTMENT  
 5962 Hwy 165, Suite 100  
 Ravenel, SC 29470  
 (843)889-8732

## RATE ADDENDUM

### § 111.23 RATES ESTABLISHED

The License fee for each class of business shall be computed in accordance with the following rates:

**Declining rate applies in all classes, except for Class 8, for gross income in excess of \$1,000,000.**

Class	\$2,000		AMOUNT IN MILLIONS	% of RATE EACH ADDITIONAL \$1,000,000
	Total \$0-2,000	to \$1,000,000*		
1	\$ 50.00	\$ 1.15		
2	\$ 50.00	\$ 1.40	0-1	100%
3	\$ 50.00	\$ 1.65	1-2	90%
4	\$ 50.00	\$ 1.90	2-3	80%
5	\$ 50.00	\$ 2.15	3-4	70%
6	\$ 50.00	\$ 2.40	4-5	60%
7	\$ 50.00	\$ 2.65	over 5	50%
8	\$ 50.00	\$ 1.50		
81	\$ 100.00	\$ 1.50		

\*LICENSE FEE CALCULATED TO THE NEXT THOUSAND (\$2,050 TREATED AS \$3,000)

### Example Calculation

Class 3 business with a gross income of \$2,500,000.

First -\$2,000	=	\$ 50.00
\$2,000 - \$1,000,000 @ \$1.65/1,000	=	1,646.70
\$1,000,000 - \$2,000,000 @ 90% X \$1.65/1,000	=	1,485.00
\$2,000,000 - \$3,000,000 @ 80% X \$1.65/1,000	=	660.00
TOTAL	=	<u>\$ 3,841.70</u>

**APPENDIX A: BUSINESS LICENSE RATE SCHEDULE**

	<b>INCOME: \$0 - \$2,000</b>	<b>INCOME OVER \$2,000</b>
<b>RATE CLASS</b>	<b>BASE RATE</b>	<b>RATE PER \$1,000 OR FRACTION THEREOF</b>
1	\$ 30.00	\$ 1.05
2	\$ 35.00	\$ 1.15
3	\$ 40.00	\$ 1.25
4	\$ 45.00	\$ 1.35
5	\$ 50.00	\$ 1.45
6	\$ 55.00	\$ 1.55
7	\$ 60.00	\$ 1.65
8.1	\$ 50.00	\$ 1.25

**NON-RESIDENT RATES**

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the Municipality.

## **TOWN OF RAVENEL**

1<sup>st</sup> Reading: 8/31/21

Introduced by: Buckey Waters

2<sup>nd</sup> Reading:

Date: 8/31/21

### **ORDINANCE 14-21**

#### **AN ORDINANCE AMENDING AND CLARIFYING CHAPTER 50 (REQUIRED CONNECTION TO PUBLIC SEWER) OF THE RAVENEL CODE OF ORDINANCES BY AMENDING AND CLARIFYING SECTION 50.02 – REQUIRED CONNECTION TO PUBLIC SEWER**

WHEREAS, the Town Council of the Town of Ravenel desires to enforce mandatory sewer connection requirements for businesses and commercial properties and for new residential properties;

WHEREAS, the Town Council of the Town of Ravenel desires to clarify and amend the conditions under which a mandatory connection is required to be made to the Town's public sewer system;

NOW BE IT THEREFORE ORDAINED that Section 50.02 is amended and confirmed as follows:

#### **CHAPTER 50 REQUIRED CONNECTION TO PUBLIC SEWER**

##### **Section**

- 50.01 Purpose
- 50.02 Required Connection to Public Sewer
- 50.03 Unlawful to Construct Private Sewage System
- 50.04 Public Sewer within 300 Feet of Building

##### **' 50.01 PURPOSE**

The Town of Ravenel is in immediate need of adopting the Ordinance relating to sewer connections within the municipality boundaries because of dangerous and unhealthy conditions created thereby.

##### **' 50.02 REQUIRED CONNECTION TO PUBLIC SEWER**

All properties for which a public sewer connection is or becomes "available," defined as properties with an existing or proposed structure that abut on any street, alley, or other right-of-way in which there is now or shall be located a public sanitary sewer system of the town within three hundred (300) feet of the existing or proposed structure, including properties currently

served by a private sewage disposal system, shall be subject to mandatory connection to the public sewer system as it becomes available as required below:

(A) Mandatory Connection (New Construction) – All new construction requiring a building permit is required to connect to the town public sewer system at the time of construction if the system is determined to be available, as defined within this Section 50.02.

(B) Mandatory Connection (Existing Structures prior to adoption of Ordinance) – A mandatory connection is required when a property is subject to any of the following conditions and a public sewer connection is determined to be available, as defined within this Section 50.02:

1. Any non-residentially zoned property, or structure located thereon, that is expanded, or undergoes a change in use or intensity of use that results in an increased sewer system load as determined by the town and Charleston Water System based on Department of Health and Environmental Control wastewater system loading guidelines;
2. Any residentially zoned property, or structure located thereon, that is rezoned to a non-residential zoning classification;
3. Any non-residential property, or structure located thereon, with a failed septic system; or
4. Any property required to connect by resolution of Town Council.

(C) In the case of an existing building, the property owner shall connect to the town sewer system within one hundred and eighty (180) days from the date of sewer availability or from the event requiring a mandatory connection as noted in Section (B).

(D) All newly constructed buildings are required to be connected to the available town sewer system prior to the issuance of a certificate of occupancy.

(E) For any property subject to mandatory connection, any septic tanks, cesspool and similar private sewage disposal facility shall be abandoned and removed according to Department of Health and Environmental Control standards.

#### **50.03 UNLAWFUL TO CONSTRUCT PRIVATE SEWAGE FACILITY**

It shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for disposal of sewage where public sewers are reasonably available.

#### **50.04 PUBLIC SEWER WITHIN 300 FEET OF BUILDING**

The owner of any building used for employment or commercial activities is hereby required at his/its expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer within ninety (90) days after the date of written notice from the Town of Ravenel to the property owner requiring such property owner to make connection thereto, provided that the public sewer is within 300 feet of the building. (Ord., passed 03-09-06)

**' 50.05            ENFORCEMENT**

Any person violating any of the provisions of this chapter, in any one or more particulars, shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than \$200 or imprisoned for not more than 30 days for each such violation. Each day that a person is in violation of this chapter shall constitute a separate offense. In addition, the Town may permanently or temporarily revoke any licenses or permits issued by the Town to the owner or person in control of the property that is in violation of this Chapter. (Ord., passed 03-09-06; Amended 06-25-19; Amended 9-24-19)

**Ayes:** \_\_\_\_\_

**Nays:** \_\_\_\_\_

**Abstains:** \_\_\_\_\_

\_\_\_\_\_  
**Mayor or Presiding Member  
of Council**

\_\_\_\_\_  
**Signature Attest – Clerk-Treasurer**

\_\_\_\_\_  
**Approval – Corporation Counsel**

# TOWN OF RAVENEL

1<sup>st</sup> Reading: 9/28/21

Introduced by:

2<sup>nd</sup> Reading:

Date: 9/28/21

## ORDINANCE 17-21

### AN ORDINANCE REPEALING AND REPLACING SECTION 111 REGARDING BUSINESS LICENSES OF THE TOWN CODE OF THE TOWN OF RAVENEL, SOUTH CAROLINA

**WHEREAS**, State of South Carolina Code Section 5-7-30 authorizes municipalities to levy a business license tax measured by gross income; an excise tax levied on the privilege of doing business within a municipality,

**WHEREAS**, Act 176, the Business License Standardization Act, created many specific requirements that municipalities with a business license tax must comply with by January 1, 2022,

**NOW BE IT THEREFORE ORDAINED**, that the Town Code of the Town of Ravenel Section 111 be repealed and replaced as follows:

## Section 111

### 2022 MODEL BUSINESS LICENSE ORDINANCE

**Section 1. License Required.** Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of the Town of Ravenel, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

**Section 2. Definitions.** The following words, terms, and phrases, when used in this ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

*“Business”* means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly.

*“Charitable Organization”* means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501(c)(3), (4), (6), (7), (8), (10) or (19).

*“Charitable Purpose”* means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.



*“Classification”* means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

*“Council”* means the Town Council of the Town of Ravenel.

*“Domicile”* means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

*“Gross Income”* means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the Municipality. If the licensee has a domicile within the Municipality, business done within the Municipality shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the Municipality, business done within the Municipality shall include only gross receipts or revenue received or accrued within the Municipality. In all cases, if the licensee pays a business license tax to another county or municipality, then the licensee’s gross income for the purpose of computing the tax within the Municipality must be reduced by the amount of revenues or receipts taxed in the other county or municipality and fully reported to the Municipality. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- A. Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- B. Except as specifically required by S.C. Code § 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- C. Gross income for manufacturers of goods or materials with a location in the Municipality shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business’s state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

*“License Official”* means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the Municipality may designate one or more alternate

license officials to administer particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

*“Licensee”* means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

*“Municipality”* means the Town of Ravenel, South Carolina.

*“NAICS”* means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

*“Person”* means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

**Section 3. Purpose and Duration.** The business license required by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license shall be issued for the twelve-month period of May 1 to April 30. A business license issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; *provided*, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

**Section 4. Business License Tax, Refund.**

- A. The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee’s gross income for the calendar year preceding the due date, for the licensee’s twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business

must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.

- C. A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the Municipality before the June 1 immediately following the April 30 on which the payment was due and must be supported by adequate documentation supporting the refund request. The Municipality shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

#### **Section 5.     Registration Required.**

- A. The owner, agent, or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the Municipality, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.
- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.
- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the Municipality have been paid.
- D. The Municipality shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or Licensee from existing business license or business license tax obligations.

#### **Section 6.     Deductions, Exemptions, and Charitable Organizations.**

- A. No deductions from gross income shall be made except income earned outside of the Municipality on which a license tax is paid by the business to some other municipality or county and fully reported to the Municipality, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be

included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.

- B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the Municipality, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- C. Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the Municipality. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- D. A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.
- E. A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

**Section 7. False Application Unlawful.** It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

**Section 8. Display and Transfer.**

- A. All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the Municipality.
- B. A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address

upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

**Section 9. Administration of Ordinance.** The license official shall administer the provisions of this ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this ordinance, and perform such other duties as may be duly assigned.

**Section 10. Inspection and Audits.**

- A. For the purpose of enforcing the provisions of this ordinance, the license official or other authorized agent of the Municipality is empowered to enter upon the premises of any person subject to this ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.
- B. The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

**Section 11. Assessments, Payment under Protest, Appeal.**

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the Municipality pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 6-1-410 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code,

the Municipality, by separate ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

**Section 12. Delinquent License Taxes, Partial Payment.**

- A. For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.
- B. Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

**Section 13. Notices.** The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the Municipality three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

**Section 14. Denial of License.** The license official may deny a license to an applicant when the license official determines:

- A. The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- B. The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accidens*;
- C. The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- D. The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the Municipality or in another jurisdiction;
- E. The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the Municipality of any tax or fee;
- F. A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or

- G. The license for the business or for a similar business of the licensee in the Municipality or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

**Section 15. Suspension or Revocation of License.** When the license official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law;
- B. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- C. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- D. A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- E. A licensee has engaged in an unlawful activity or nuisance related to the business; or
- F. A licensee is delinquent in the payment to the Municipality of any tax or fee,

the license official may give written notice to the licensee or the person in control of the business within the Municipality by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

**Section 16. Appeals to Council or its Designee.**

- A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be

represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the Municipality.

- C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.
- D. For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the Municipality may establish a different procedure by ordinance.

**Section 17. Consent, franchise, or license required for use of streets.**

- A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the Municipality any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

**Section 18. Confidentiality.** Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the Municipality may divulge or make known in any manner the amount of income or any financial particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this ordinance.

**Section 19. Violations.** Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this ordinance.

**Section 20. Severability.** A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the



provisions of this ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code §§ 6-1-400 *et seq.*, the standardization act shall control.

**Section 21. Classification and Rates.**

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the Municipality shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the Municipality, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.
- C. The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- D. A copy of the class schedule and rate schedule shall be filed in the office of the municipal clerk.

**APPENDIX A: BUSINESS LICENSE RATE SCHEDULE**

<b>RATE CLASS</b>	<b>INCOME: \$0 - \$2,000</b>	<b>INCOME OVER \$2,000</b>
	<b>BASE RATE</b>	<b>RATE PER \$1,000 OR FRACTION THEREOF</b>
1	\$ 30.00	\$ 1.05
2	\$ 35.00	\$ 1.15
3	\$ 40.00	\$ 1.25
4	\$ 45.00	\$ 1.35
5	\$ 50.00	\$ 1.45
6	\$ 55.00	\$ 1.55
7	\$ 60.00	\$ 1.65
8.1	\$ 50.00	\$ 1.25

**NON-RESIDENT RATES**

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the Municipality.

### **DECLINING RATES**

Declining Rates apply in all Classes for gross income in excess of \$1,000,000, unless otherwise specifically provided for in this ordinance.

<b><u>Gross Income in \$ Millions</u></b>	<b><u>Percent of Class Rate for each additional \$1,000</u></b>
0 - 1	100%
1 - 2	90%
2 – 3	80%
3 – 4	70%
OVER 4	60%

## **CLASS 8 RATES**

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the Municipality also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

### **8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].**

Resident rates, for contractors having a permanent place of business within the Municipality:

Minimum on first \$2,000 ..... \$ 50.00 PLUS

Each additional 1,000..... \$ 1.25

Non-resident rates apply to contractors that do not have a permanent place of business within the Municipality. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value

of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

**8.2     NAICS 482 – Railroad Companies** (See S.C. Code § 12-23-210).

**8.3     NAICS 517311, 517312 – Telephone Companies.**

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

**8.4     NAICS 5241 – Insurance Companies:**

Independent agents, brokers, their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Insurers and Brokers Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

**8.51   NAICS 713120 – Amusement Machines, coin operated (except gambling).** Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) **[Type I and Type II]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine .....	\$12.50 PLUS
Business license .....	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

**8.52   NAICS 713290 – Amusement Machines, coin operated, non-payout.** Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) **[Type III]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(B):

Per Machine ..... \$180.00 PLUS  
Business license ..... \$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

**8.6    NAICS 713990 – Billiard or Pool Rooms, all types.** (A) Pursuant to SC Code § 12-21-2746, license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that; PLUS, (B) with respect to gross income from the entire business in addition to the tax authorized by state law for each table:

Minimum on first \$2,000 ..... \$50.00 PLUS  
Per \$1,000, or fraction, over \$2,000 ..... \$1.25

# **Business License Class Schedule by NAICS Code**

## **Appendix B**

This appendix will be updated every odd year based on the latest available IRS statistics.  
The 2021 Business License Class Schedule may be accessed at: [townofravenel.com](http://townofravenel.com).

**APPENDIX B**  
**2021 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
31	Manufacturing	2.00
32	Manufacturing	2.00
33	Manufacturing	2.00
42	Wholesale trade	1.00
44	Retail trade	1.00
45	Retail trade	1.00
48	Transportation and warehousing	2.00
49	Transportation and warehousing	2.00
51	Information	4.00
52	Finance and insurance	7.00
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation se	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
721	Accommodation	3.00
722	Food services and drinking places	1.00
81	Other services	5.00
<b>Class 8</b>	<b>Mandatory or Recommended Subclasses</b>	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries ( pool tables)	8.60
<b>Class 9</b>	<b>Optional Subclasses</b>	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments ( Regular Peddlers)	9.41
454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70
31	Manufacturing	9.80
32	Manufacturing	9.80
33	Manufacturing	9.80

*Note: Class Schedule is based on 2017 IRS data.*



All ordinances, or parts of ordinances, inconsistent with this ordinance, are hereby repealed.

***ADOPTED*** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Ravenel, South Carolina.

**Ayes:** \_\_\_\_\_

**Nays:** \_\_\_\_\_

**Abstains:** \_\_\_\_\_

\_\_\_\_\_  
**Mayor or Presiding Member  
of Council**

\_\_\_\_\_  
**Attestation Signature – Clerk-Treasurer**

\_\_\_\_\_  
**Approval – Corporation Counsel**

# TOWN OF RAVENEL

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

Introduced by:

Date:

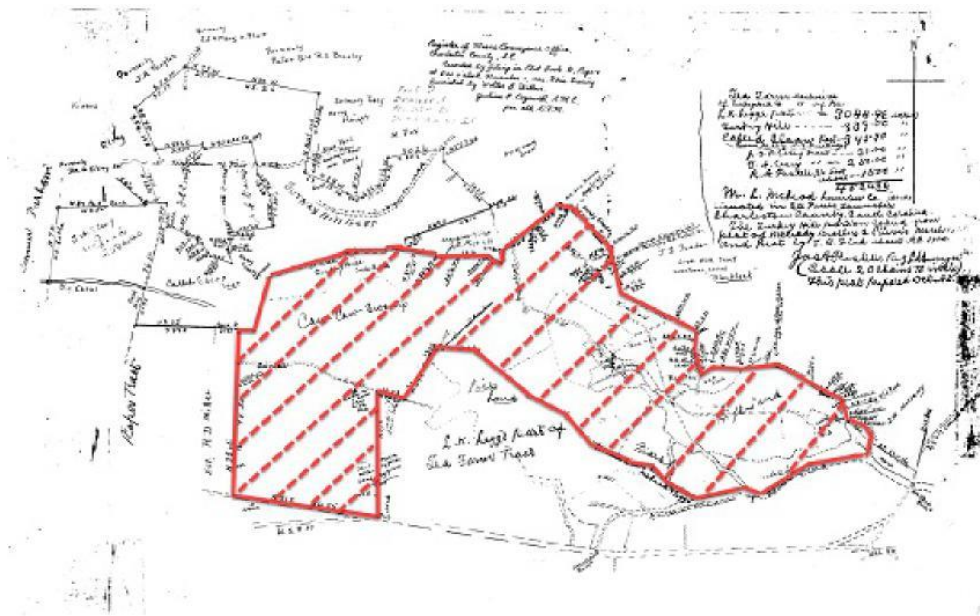
## ORDINANCE 18-21

**AN ORDINANCE ANNEXING 2,876.54 ACRES, MORE OR LESS, CONSISTING OF PARCEL ID# 301-00-00-015 LOCATED NEAR OLD JACKSONBORO HIGHWAY AND US HIGHWAY 17, INTO THE CORPORATE LIMITS OF THE TOWN OF RAVENEL, SOUTH CAROLINA; APPROVING THE MASTER DEVELOPMENT PLAN AND PLANNED DEVELOPMENT DISTRICT GUIDELINES FOR A PORTION OF THE PROPERTY BEING ANNEXED AND OTHER PROPERTY ALREADY WITHIN THE TOWN CONSISTING OF PARCEL ID# 301-00-00-010; ESTABLISHING THE ZONING FOR A PORTION OF THE ANNEXED PROPERTY AS AGRICULTURAL RESIDENTIAL AND THE ZONING FOR A PORTION OF THE ANNEXED PROPERTY AS PLANNED DEVELOPMENT DISTRICT; AND REZONING PROPERTY ALREADY WITHIN THE TOWN CONSISTING OF PARCEL ID# 301-00-00-010 AS PLANNED DEVELOPMENT DISTRICT**

**WHEREAS**, an annexation petition for tax map parcel 301-00-00-015 (the “Annexed Property”), located along Old Jacksonboro Highway and US Highway 17, and containing 2,876.54 acres, more or less, in Charleston County, South Carolina, has been presented to the Ravenel Town Council;

**WHEREAS**, the full description of the Annexed Property is as follow:

All of those certain pieces, parcels or tracts of land described as the Tea Farm Tract (exclusive of the Turkey Hill Tract and the L.K. Legge Portion of the Tea Farm Tract) containing approximately 3,044.96 acres, and the R.A. Postell, Sr. Tract containing approximately 15.00 acres, on that certain plat prepared by J. Postell in October 1946 for M. L. McLeod Lumber Co. recorded on November 7, 1946 in Plat Book G at page 4 in the office of the Register of Deeds for Charleston County. Said property being designated as the crosshatched area below:



LESS AND EXCEPT:

(Property Owned by Charleston County School District)

ALL that certain piece, parcel or tract of land situate, lying and being in St. Pauls Parish, Town of Ravenel, Charleston County, South Carolina, containing 16.00 acres, more or less, as shown on a plat thereof entitled "St. Pauls Parish, Town of Ravenel, Charleston County, S.C., Survey of a Portion of TMS 301-00-00-010, Containing 16.00 Acres Owned by McLeod Lumber Company, About to be Conveyed to the Charleston County School District", prepared by Lewis E. Seabrook, Civil Engineer and Land Surveyor, S.C. Reg. No. 09860, dated September 11, 2006, recorded in the RMC Office for Charleston County in Plat Book DF, at Page 273, which property was conveyed by McLeod Lumber Co., Inc. to Charleston County Scholl District by deed recorded on October 24, 2006 in Book F-603 at page 796.

AND ALSO LESS AND EXCEPT:

(Property of McLeod Lumber Company, Inc. currently within Town limits)

AND:

All that certain piece, parcel or tract of land, lying, being and situate in Charleston County, South Carolina, containing 167.51 acres and designated as "Town of Ravenel Area" on that certain plat prepared for McLeod Lumber Co., Inc. entitled "SUBDIVISION PLAT OF A PORTION OF THE MCLEOD LUMBER CO. TRACT TO CREATE TRACT 1 CONTAINING 395.77 ACRES, LOCATED PARTIALLY IN THE TOWN OF RAVENEL AND PARTIALLY IN UNINCORPORATED CHARLESTON COUNTY, ST. PAULS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" prepared for McLeod Lumber Co., Inc. by Thomas & Hutton dated August [\_\_\_\_\_] 2021 and to be recorded in the Office of the Register of Deeds for Charleston County;

And,

**WHEREAS**, the Annexed Property is within the growth boundary of the Town of Ravenel; and,

**WHEREAS**, the Annexed Property is contiguous to the boundary of the Town of Ravenel, South Carolina; and,

**WHEREAS**, the annexation petition sets forth that this proposed annexation is requested pursuant to Section 5-3-150(3) of the South Carolina Code of Laws, 1976 (as amended) and contains the signatures of all freeholders of the property to be annexed; and,

**WHEREAS**, the annexation petition was submitted in conjunction with a proposed Annexation and Development Agreement and requested a zoning designation of Planned Development District (PD) for the approximately 228.26 acre portion of the Annexed Property contained within the PD Property (as defined in the Annexation and Development Agreement, which contains approximately 396 acres), and a zoning designation of Agricultural Residential District (AR) for the Residual Property (as defined in the Annexation and Development Agreement, which contains approximately 2,648.28 acres) as set forth in the Annexation and Development Agreement; and,

**WHEREAS**, on September 16, 2021, after a public hearing, the Town Planning and Zoning Commission recommended approval of the annexation petition, with recommendations for a zoning designation of PD for the PD Property and a zoning designation of AR for the Residual Property, however, with recommended amendments regarding the density of the Residual Property; and,

**WHEREAS**, on September 28, 2021, a second public hearing was held before Town Council; and,

**WHEREAS**, the annexation petition contains a description and a tax map of the Annexed Property; and

**WHEREAS**, Council has given careful consideration to the related PD and AR zoning for the Annexed Property as set forth in the annexation petition and the Annexation and Development Agreement, and believes such PD and AR zoning as set forth in the annexation petition and Annexation and Development Agreement is appropriate for the parcels and the proposed development guidelines.

***NOW THEREFORE, BE IT ORDAINED*** by the Town Council of the Town of Ravenel, South Carolina, in Council duly assembled, and by authority of the same, as follows:

1. The Annexed Property which is incorporated herein by reference, is annexed into the Town of Ravenel, South Carolina.

2. The Annexed Property shall be zoned Planned Development District (PD) for the portion of the Annexed Property contained in the PD Property and shall be zoned Agricultural Residential District (AR) for the Residual Property, in accordance with the Tea Farm Annexation and Development Agreement which is attached hereto as Exhibit "A" and incorporated herein by reference and the Tea Farm Planned Development District (PD) Rezoning Application, which is

attached hereto as Exhibit “B” and incorporated herein by reference, and the guidelines contained therein, which are approved and incorporated herein by reference.

3. The portion of the PD Property currently bearing tax parcel number 301-00-00-010, which is already within the limits of the Town of Ravenel, shall be rezoned Planned Development District (PD) in accordance with the Tea Farm Annexation and Development Agreement which is attached hereto as Exhibit “A” and incorporated herein by reference and the Tea Farm Planned Development District (PD) Rezoning Application, which is attached hereto as Exhibit “B” and incorporated herein by reference, and the guidelines contained therein, which are approved and incorporated herein by reference.

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at Ravenel, South Carolina.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstains: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Stephen Tumbleston, Mayor**

\_\_\_\_\_  
**Clerk-Treasurer**

\_\_\_\_\_  
**Approved—Corporation Counsel**

**EXHIBIT A**

**TEA FARM ANNEXATION AND DEVELOPMENT AGREEMENT**

## **EXHIBIT B**

Tea Farm Planned Development District (PD) Rezoning Application

TO THE MEMBERS OF  
TOWN COUNCIL  
TOWN OF RAVENEL, S.C.

)  
)  
)

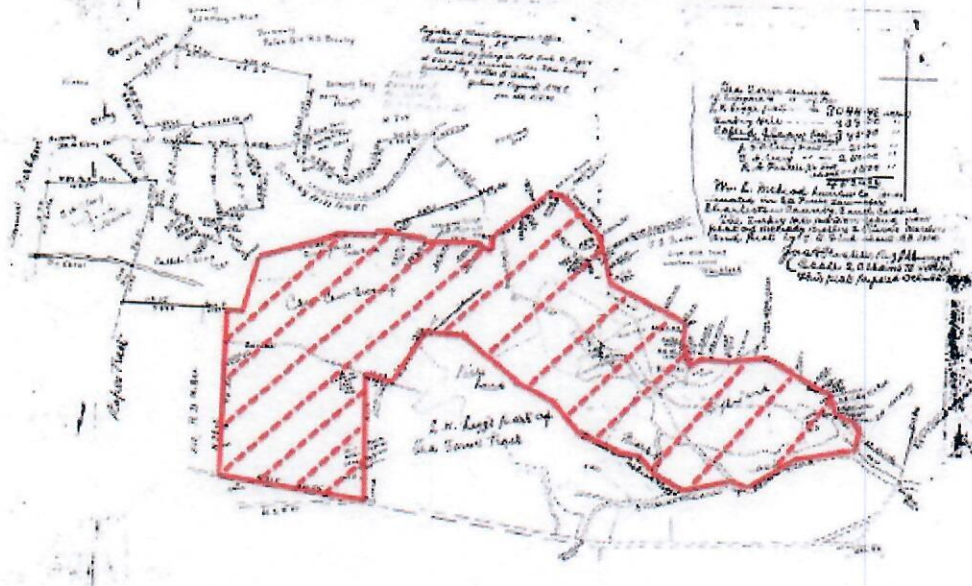
PETITION OF ANNEXATION

August 30, 2021

We, the undersigned freeholder, pursuant to Section 5-3-150(3) of the South Carolina Code of Laws, 1976, as amended, do pray that your Honorable Body accept the petition and annex the enclosed described area, and enact an Ordinance declaring the area annexed to the Town of Ravenel with full city privileges according to, and responsibilities required of, the said residents thereof and the lands and properties and businesses erected therein, subject only to the conditions, provisions, and limitations hereinafter set forth, The said annexation shall be upon terms, limitations, provisions, and conditions as follows:

The Town of Ravenel shall furnish and render as promptly as practical to said area, its residents and properties, all of the privileges, benefits, rights and services including water and sewer services, now and hereinafter to be accorded the citizens within the corporate limits of the Town of Ravenel in every particular under its charter and general special laws of South Carolina applicable to the Town of Ravenel, and subject to the existing ordinances of the Town, a PD ordinance and the provisions of a Development and Annexation Agreement between the undersigned and the Town to be entered into simultaneously with the annexation.

All of those certain pieces, parcels or tracts of land described as the Tea Farm Tract (exclusive of the Turkey Hill Tract and the L.K. Legge Portion of the Tea Farm Tract) containing approximately 3,044.96 acres, and the R.A. Postell, Sr. Tract containing approximately 15.00 acres, on that certain plat prepared by J. Postell in October 1946 for M. L. McLeod Lumber Co. recorded on November 7, 1946 in Plat Book G at page 4 in the office of the Register of Deeds for Charleston County. Said property being designated as the crosshatched area below:





**LESS AND EXCEPT:**

(Property Owned by Charleston County School District)

ALL that certain piece, parcel or tract of land situate, lying and being in St. Pauls Parish, Town of Ravenel, Charleston County, South Carolina, containing 16.00 acres, more or less, as shown on a plat thereof entitled "St. Pauls Parish, Town of Ravenel, Charleston County, S.C., Survey of a Portion of TMS 301-00-00-010, Containing 16.00 Acres Owned by McLeod Lumber Company, About to be Conveyed to the Charleston County School District", prepared by Lewis E. Seabrook, Civil Engineer and Land Surveyor, S.C. Reg. No. 09860, dated September 11, 2006, recorded in the RMC Office for Charleston County in Plat Book DF, at Page 273, which property was conveyed by McLeod Lumber Co., Inc. to Charleston County Scholl District by deed recorded on October 24, 2006 in Book F-603 at page 796.

**AND ALSO LESS AND EXCEPT:**

(Property of McLeod Lumber Company, Inc. currently within Town limits)

All that certain piece, parcel or tract of land, lying, being and situate in Charleston County, South Carolina, containing 167.51 acres and designated as "Town of Ravenel Area" on that certain plat prepared for McLeod Lumber Co., Inc. entitled "SUBDIVISION PLAT OF A PORTION OF THE MCLEOD LUMBER CO. TRACT TO CREATE TRACT 1 CONTAINING 395.77 ACRES, LOCATED PARTIALLY IN THE TOWN OF RAVENEL AND PARTIALLY IN UNINCORPORATED CHARLESTON COUNTY, ST. PAULS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" prepared for McLeod Lumber Co., Inc. by Thomas & Hutton dated August [ ] 2021 and to be recorded in the Office of the Register of Deeds for Charleston County.

**A portion of this property shall be zoned PD, and the remainder of this property shall be zoned Agricultural Residential District (AR), in accordance with a Development and Annexation Agreement upon annexation.**

A GIS map, showing as shaded the parcels to be annexed and the proposed zoning, is attached to this Petition.

NAME (PRINT)

ADDRESS

McLeod Lumber Co., Inc.

1820 Savannah Highway, Suite F-2  
Charleston, SC 29407

SIGNATURE

DATE OF SIGNATURE

*William McLeod Rhodes, Pres.* *8-30-21*  
William McLeod Rhodes, President Date

# TOWN OF RAVENEL

1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

Introduced by:  
Date:

## ORDINANCE 19-21

### **AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE TEA FARM ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF RAVENEL AND McLEOD LUMBER CO., INC.**

**WHEREAS**, the South Carolina Development Agreement Act provides that local governments and property owners may, under specified circumstances, enter into agreements regarding the development of property; and,

**WHEREAS**, such agreements provide some assurance as to continued zoning so as to support long-range planning and investment rather than short-term focused development; and,

**WHEREAS**, such agreements can also make sense in matching long-term benefits with long-lasting commitments; and,

**WHEREAS**, the parties have spent considerable time and effort to negotiate the zoning and planning guidelines for this acreage so as to benefit both the owner and the Town of Ravenel and its citizens; and,

**WHEREAS**, after a public hearing on September 16, 2021, the Planning and Zoning Commission recommended approval of Planned Development District (PD) zoning for the PD Property (as defined in the Annexation and Development Agreement, which contains approximately 396 acres), and Agricultural Residential District (AR) zoning for the Residual Property (as defined in the Annexation and Development Agreement, which contains approximately 2,650 acres), with recommended amendments to the density of the Residual Property; and

**WHEREAS**, Council has given careful consideration to the related PD and AR zoning as set forth in the Annexation and Development Agreement and believes such PD and AR zoning as set forth in the Annexation and Development Agreement is appropriate for the parcels and the proposed development guidelines; and

**WHEREAS**, all statutory requirements are satisfied, and Council believes the attached Annexation and Development Agreement to be mutually beneficial and in the best interest of the Town's citizens and the surrounding community.

***NOW THEREFORE, BE IT ORDAINED*** by the Town Council of the Town of Ravenel, South Carolina, in Council duly assembled, and by authority of the same, that Mayor is authorized to execute the Tea Farm Annexation and Development Agreement as set forth on the attached Exhibit A, which is incorporated herein. The Mayor is further authorized to make corrections and scrivener revisions as may be necessary.

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at Ravenel, South Carolina.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstains: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Stephen Tumbleston, Mayor**

\_\_\_\_\_  
**Clerk-Treasurer**

\_\_\_\_\_  
**Approved—Corporation Counsel**

**EXHIBIT A**

**TEA FARM ANNEXATION AND DEVELOPMENT AGREEMENT**

## ANNEXATION AND DEVELOPMENT AGREEMENT (Tea Farm Tract)

**WHEREAS**, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act (the "Act") as set forth in Sections 631-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

**WHEREAS**, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the Property. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-3110 (B)(6)]; and,

**WHEREAS**, the Act further authorizes local governments, including Municipal governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

**WHEREAS**, Section 5-3-150(3) of the South Carolina Code of Laws (1976), as amended, provides for the annexation of any area or property which is contiguous to a city or town by filling a petition with the municipal governing body which is signed by one-hundred percent (100%) of the property owners owning at least one-hundred percent (100%) of the assessed valuation of the real property in the area requesting annexation; and

**WHEREAS**, Owner owns two tracts of land containing approximately 2,876.54 and 167.51 acres of land, bearing Charleston County Tax Map Numbers 3010000015 and 3010000010 respectively, generally known as the Tea Farm Tract contiguous to the Town of Ravenel, which includes approximately 209 acres of highland, a portion of which is already located in the Town and a portion of which is contiguous to the Town, and has filed a petition to annex the contiguous property into the Town and also proposes to develop, or cause to be developed, therein a mixture of single-family residential, townhomes, duplexes, commercial, and recreational uses; and,

**WHEREAS**, the Town of Ravenel seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

**WHEREAS**, the Town of Ravenel has agreed to annex the portion of Property located in the unincorporated part of County into the Town and finds that the program of development proposed by Owner for this Property is consistent with the Town 's comprehensive land use plan and land use regulations and will further the health, safety, welfare and economic well-being of the Town and its residents and,

**WHEREAS**, the program for annexation and development of the Property presents an unprecedented opportunity to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

**WHEREAS**, this Annexation and Development Agreement is being made and entered between Owner and the Town of Ravenel, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with the Tea Farm Tract PD Ordinance (as hereinafter defined), without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base, and for the purpose of providing certain funding and funding sources to assist in meeting the public service and public infrastructure needs associated with the development authorized hereunder;

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the Town of Ravenel and Owner by entering this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the Town of Ravenel and Owner hereby agree as follows:

**1. INCORPORATION.** The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

**2. DEFINITIONS.** As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

"Agreement" shall mean this Development Agreement as amended by the Town of Ravenel and Developer in writing from time to time.

"Association" shall mean one (1) or more property owners' association established to maintain portions of the Property.

**"County"** shall mean Charleston County, South Carolina.

**"Developer"** means Owner and all successors in title or lessees of the Owner who undertake Development of the Property who receive by transfer in writing from the Owner portions of the Development Rights.

**"Development"** means the development of portions of the Property as contemplated in the Zoning Regulations.

**"Development Rights"** means the rights of the Owner or Developers in accordance with the Zoning Regulations and this Development Agreement.

**"Development Summary Table"** means the table, maintained by the Owner and the Town, detailing the number of units and/or square footage of development permitted to date, and the number of units and/or square footage remaining.

**"ERU"** shall mean an "equivalent residential unit" of three hundred (300) gallons per day (GPD) of sewer capacity.

**"GPD"** shall have the meaning set forth in Section 10.3.

**"Owner"** means McLeod Lumber Co., Inc., a South Carolina corporation, its corporate successors and any assignee, whereby such interest is assigned in writing, but specifically excluding retail purchasers of completed residential units or completed commercial or retail space.

**"PD Property"** has that meaning set forth in Section 9.2.

**"Residual Property"** has that meaning set forth in Section 9.3.

**"Tea Farm Tract" or "Property"** means all of that certain tract of land described on Exhibit A, as may be amended with the Agreement of the Town of Ravenel and Owner.

**"Tea Farm Tract PD Ordinance"** means the Planned Development District Ordinance for a portion of the Property to be submitted by the Owner for approval by the Town as provided herein.

**"Term"** means the term of this Agreement as set forth in Section 3 hereof.

**"Town of Ravenel" or "Town"** means the Town of Ravenel, South Carolina.

**"Town Parcel"** has the meaning set forth in Section 11.1.

**"Zoning Regulations"** means the Tea Farm Tract PD Ordinance establishing a Planned Development District for the Property and all the attachments thereto and all narratives, applications, and site development standards thereof, once the same has been submitted to and approved by the Town, this Development Agreement, the Ravenel Zoning Ordinance 2020 as

amended through the date of this Agreement, and applicable existing building, housing, electrical, plumbing, gas and safety codes of the Town, as the provisions thereof may be clarified or modified by the terms of the Tea Farm Tract PD Ordinance or as permitted in this Agreement.

### **3. TERM.**

3.1 The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owner and terminate five (5) years thereafter.

3.2 Notwithstanding the foregoing or anything to the contrary in this Agreement, to the extent permitted by law, the Town and Owner hereby agree that the term of this Agreement may be extended as follows:

3.2.2 The Owner shall have the unilateral right to extend the initial term of this Agreement for twelve (12) months upon delivery of written notice of such extension to the Town no later than one hundred eighty (180) days prior to the expiration of the initial five (5) year term; and

3.2.3 Upon mutual agreement among the Town, the Owner and/or any Developer, the term of this Agreement may be extended beyond the initial term for two successive five (5) year periods. Failing mutual written agreement by all parties to extend, this Agreement shall terminate.

**4. DEVELOPMENT OF THE PROPERTY.** The Property shall be developed in accordance with the Zoning Regulations, including this Agreement. All costs charged by or to the Town for reviews required by the Town shall be paid by the Owner or Developer or other party applying for such review as generally charged throughout the Town for plan review. The Town shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

**5. CHANGES TO ZONING REGULATIONS.** Acknowledging that the Town may amend the Zoning Regulations with respect to other property, the Zoning Regulations as they relate to the Property subject to this Agreement shall not be amended or modified during the Term without the express written consent of the Owner except in accordance with the procedures and provisions of Section 6-31-80(B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agree to be bound by the following:

5.1 The Owner shall be required to notify the Town, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the Town an acknowledgment of this Agreement and a commitment to



be bound by it. In conjunction with any such transfer, the Owner or Developer shall provide the Town with a current Development Summary Table.

5.2 The Owners and Developers, and their respective heirs, successors and assigns agree that all Development must be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use (temporary being one year or less). Septic tanks and/or wells may be allowed with the permission of the Town where there is a specific finding by the Town that such use for specific portions of the Property will comply with the overall environmental standards.

5.3 No Master Plan for any portion of the Property shall be submitted for processing, with the exception of the platting of road sections.

**6. DEVELOPMENT SCHEDULE.** The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner and Developers in the future, shall not be considered a material amendment or breach of the Agreement.

**7. DENSITY.** Single-family residential, multi-family residential, commercial, and recreational development on the Property shall be the densities and uses as set forth in the Tea Farm Tract PD Ordinance and the Zoning Regulations, which are incorporated herein by reference, and set forth on **Exhibit C**. For avoidance of doubt, the density and uses for the Town Parcel shall be as set forth on **Exhibit C**. The Owner shall have the right to sell or transfer density units (as described above) to Developers, and require that unused density units revert from Developers to the Owner.

**8. RESTRICTED ACCESS.** The Owner and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

**9. ANNEXATION AND ZONING.**

9.1 Owner has filed a Petition for Annexation of the portion of Property located in the unincorporated part of County into the Town, and the Town has initiated and diligently pursued the process to accomplish the annexation in accordance with law.

9.2 Owner has submitted to the Town a proposed Planned Development District ordinance for a portion of the Property containing approximately 396 total acres (the “PD Property”), approximately 209 of which are highland, referred to herein as the “Tea Farm Tract PD Ordinance”, and the Tea Farm Tract PD Ordinance will be approved by the Town contemporaneously with this Agreement. The Town shall not require provisions in the Tea Farm Tract Ordinance that are in conflict with the terms of this Agreement. The portion of the Property that contains the PD Property is identified on Exhibit A.

9.3 The remainder of the Property exclusive of the PD Property (the “Residual Property”) shall be classified by the Town as being zoned in the Agricultural Residential District (AR). Hunting shall be a permitted use on the Residential Property, and no special exception shall be required for hunting to be a permitted use. However, no hunting shall be permitted within one thousand (1,000) feet from a residential area.

9.4 Owner and Developers, with the approval of Owner, shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms of this Agreement for the entirety of the Term. Subject to the provisions of Section 9.3, future enactments of, or changes or amendments to, the Town ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of Section 6-31-80 (B) are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental guidelines standards of general application.

9.5 The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future changes to the International Residential Code (the “IRC”) building codes, housing codes uniformly applied throughout the Town, changes to the National Electric Code, Uniform Plumbing Code, gas or other recognized state or federal building codes, building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the Town, found by the Town Council to be necessary to protect the health, safety and welfare of the citizens of the Town.

**10. INFRASTRUCTURE AND SERVICES.** The Town and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the Town. For clarification, the parties make specific note of and acknowledge the following:

10.1 Roads.

10.1.1 Private Roads. All private roads within the Property, if any, shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. Owner shall have the right to locate and relocate all private roads within the Property in accordance with the Zoning Regulations. Except as provided in this Agreement, the

Town will not be responsible for the construction of any private roads within the Property, unless the Town specifically agrees to do so in the future.

10.1.2 Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor regarding access and use of such public roads. Though future public roads may serve the Property, the Town shall not construct any roads within the PD Property. However, the Town shall accept the dedication of any private roads constructed within the PD Property as public roads only if such roads are constructed to satisfy the requirements of Charleston County (collectively, "New Dedicated Roads"). Owner or Developer shall pay all inspection expenses to verify that the New Dedicated Roads satisfy Charleston County's requirements. Maintenance for New Dedicated Roads, whether dedicated to the Town or other governmental authority, may be funded through an ad valorem tax applied Town-wide, or such other mechanism as may be selected by the Town that is applied Town-wide. The parties agree that the Town may in its discretion transfer ownership and/or maintenance responsibility for New Dedicated Roads to Charleston County or to the South Carolina Department of Transportation, in the event the County or the State agrees to accept same.

10.2 Potable Water. Potable water is provided by Charleston Water System (CWS) pursuant to that certain Amended and Restated Retail Water Supply and Service Area Agreement dated June 11, 2019 between CWS and the Town (as may be amended or replaced, the "Water Supply Agreement"). If the Water Supply Agreement is amended or terminated, and in the event such amendment or termination results in the Town having the authority to grant water taps, then the Town shall ensure that sufficient water taps will be made available in order to fully service all portions of the PD Property.

10.3 Sewage Treatment and Disposal; Septic. Sewage treatment and disposal will be provided by the Town for the PD Property, however subject to certain functions performed by CWS pursuant to that certain Sewerage Agreement for Transportation and Treatment, billing and Collection dated May 5, 2006 between CWS and the Town (as may be amended or replaced, the "Sewer Supply Agreement"). Town shall ensure that no less than one hundred twenty thousand (120,000) gallons per day ("GPD") of sewer capacity will be made available for the residential portions of the of the PD Property and no less than twenty-four thousand (24,000) GPD of sewer capacity will be made available for the commercial portions of the PD Property, subject to payment of the Sewer Impact Fees (as defined hereinbelow). Developer will construct or cause to be constructed all related sewer infrastructure improvements within the boundaries of the PD Property that are required to connect into the Town's and/or CWS's sewer system, which infrastructure will be dedicated to the Town. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Residual Property shall have the option of using septic tanks, and no owner of any portion of the Residual Property using a septic tank shall be required to tap into or pay any fees associated with the Town's and/or CWS's sewer system.

10.4 Police Services. Law enforcement services are currently provided by Charleston County. In the event the Town establishes a police department, the Town shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town with the exception of restricted access communities, which may elect to provide in-house patrol services by security forces and/or constables and elect in writing to forego regular Town patrol functions.

10.5 Fire Services. Fire protection services are provided by St. Paul's Fire Department. In the event the Town establishes a fire department, the Town shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town.

10.6 Sanitation Services. The Town does not currently provide sanitation and trash collection services. In the event the Town provides sanitation and trash collection services in the future, the Town shall provide sanitation and trash collection services to the PD Property on the same basis as is provided to other similarly situated residents and businesses in the Town.

10.7 Emergency Medical Services (EMS). EMS services are provided by the County and are not the responsibility of the Town.

10.8 Drainage System.

10.8.1 All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the South Carolina Stormwater Management and Sediment Reduction Act as regulated by the South Carolina Department of Environmental Control ("DHEC") and the regulations promulgated thereunder. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner or an Association. The Town will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

10.8.2 Protection of the quality in nearby waters and wetlands is a primary goal of the Town. The Owner shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of stormwater. Further provisions regarding storm water are included within the PD for this Property. The Property will be subject to any future storm water regulations in the same manner as are applied Town-wide.

10.8.3 All drainage systems constructed within the Property shall be owned and maintained by one (1) or more Association(s) which may be established for various portions of the Property and the Town shall have no responsibility for the construction, operation or maintenance of such systems, except any portion of any storm drainage system which is expressly dedicated to and accepted by the Town. The Town shall have the right, but not the obligation, to enter upon any portion of the Property for the purpose of repairing or resolving any failure of maintenance or repair by any such

Association or any other party with respect to any storm drainage facility maintained by such Association or party, (i) in an emergency situation, without notice to such Association or party, and (ii) in all other circumstances, after giving notice to such Association or other party and failure of the same to promptly repair or resolve such situation. In the event the Town undertakes any such repair or resolution, such Association or other party shall pay to the Town all out-of-pocket costs and a reasonable fee for all internal staff and materials expenses incurred by the Town in connection therewith.

10.9 Underground Utilities. All water, sanitary sewer, irrigation, electricity, gas, cable television, telephone and other communication and information technology lines and other facilities shall be placed underground except: (i) those elements of such systems that from a practical standpoint should be above ground, and (ii) as otherwise approved by the Town.

10.10 No other Public Facilities Required. Except for dedication of utility facilities and roads to the extent provided herein, no other dedications or conveyances of lands for public facilities shall be required in connection with the development of the Property.

## **11. FEES / PARCEL DEDICATION.**

11.1 Owner shall donate to the Town a highland parcel from the commercial portion of the PD Property two (2) acres in size for the Town's municipal use (the "Town Parcel") within two (2) years after the date of this Agreement. The Owner and the Town shall use good faith efforts to mutually agree upon a location for the Town Parcel that will not unreasonably adversely impact the development of the PD Property. The deed conveying the Town Parcel shall contain the following: (a) a restrictive covenant limiting the use of the Town Parcel to municipal uses, and (b) a repurchase option providing that if the Town does not use the Town Parcel to provide municipal services within ten (10) years after the date of this Agreement, then the Owner shall have the right to repurchase the Town Parcel for \$250,000.00.

11.2 The Town shall charge impact fees for connecting into the sewer system, as described in the Sewer Supply Agreement ("Sewer Impact Fees") in exchange for the right to connect to the sewer system. The amount of the Sewer Impact Fees to be paid under this Agreement shall be that Town sewer impact fee rate on the date of this Development Agreement, which is \$2,600.00 per ERU. Notwithstanding the foregoing, in consideration of the Town Parcel being dedicated to the Town and the extension of the sewer system into the public rights-of-way within the PD Property, the Town agrees to provide to Owner and/or Developer a credit of Two Hundred Fifty Thousand and no/00 (\$250,000.00) against the aggregate amount of residential Sewer Impact Fees for the PD Property (the "Credit"). The Credit shall be applied on an annual basis against twenty-five percent (25%) of the total residential Sewer Impact Fees paid during that year, until the Credit is fully depleted.

11.3 Owner and/or Developer shall have the obligation to pay Sewer Impact Fees for at least fifty (50) ERUs each calendar year beginning in 2026; provided, however, that if the term of this Agreement is extended by the Owner and/or Developer pursuant to Section 3.2.2 herein, then such obligation shall not commence until calendar year 2027. Owner and/or Developer shall also have the right, but not the obligation, to pay more Sewer Impact Fees than the annual minimum requirement at any time during the term of this Agreement.

11.4 Except as provided in the Water Supply Agreement and the Sewer Supply Agreement (as amended), and except as further defined and set forth herein in this Section 11, the Town shall not charge, impose or assess any other fees related to infrastructure or services.

## **12. PERMITTING PROCEDURES.**

12.1 The Town agrees that the Owner and/or any Developer shall have the right to phase development. Property that is anticipated to use a minimum of fifty (50) ERUs shall be phased into development within the PD Property each calendar year, beginning no later than 2026; provided, however, that if the term of this Agreement is extended by the Owner and/or Developer pursuant to Section 3.2.2 herein, then such obligation shall not commence until calendar year 2027. For purposes of this Section 12.1, the term “phased into development” shall mean that the applicable property has been subdivided pursuant to an approved subdivision plat for purposes of development and marketing for sale.

12.2 The Town agrees to review all land use changes, land development applications, and plats in a reasonable manner in accordance with the Town Regulations as modified by the Zoning Regulations for this Property. Developer may submit these items for concurrent review with the County and other governmental authorities. The Town may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

12.3 Signage for the Property is governed by the provisions of the Zoning Regulations for this Property.

12.4 The parties acknowledge that architectural guidelines which are to be adopted are provided in the Zoning Regulations. Such guidelines must be reviewed and approved by the Town.

12.5 Roadways (public or private) may utilize swale drainage systems and are not required to have raised curb and gutter systems unless so mandated by the applicable Zoning Regulations. In addition, pedestrian and non-vehicular pathways or sidewalks shall be provided in order to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas. Roadway cross sections will be designed, constructed and maintained to meet best management practice standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construct of roadways based upon the engineering and planning standards set forth in the Tea Farm Tract PD Ordinance (or if not so set forth therein, as set forth in the applicable Town ordinances and regulations), subject to the approval of the Town. Sidewalks shall be required on roadways, both public and private, unless otherwise approved by the Town Administrator.

12.6 All plan review fees shall be consistent with the fees charged generally in the Town for projects of similar size and complexity.

12.7 Any cultural and/or historical structures and/or sites on the Property will be addressed through applicable federal and state regulations and the Zoning Regulations at the time of development.

**13. DEVELOPER ENTITLEMENTS.** The Town acknowledges that Developer is vested with the following items:

13.1 The zoning and densities for the Property set forth herein and in the Zoning Regulations, as modified, if applicable, by the Tea Farm Tract PD Ordinance for the PD Property.

13.2 On-site burning will be permitted within the Property upon obtaining applicable permits.

13.3 Town services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the Town, subject to the limitations (if any) of Section 10 above.

**14. COMPLIANCE REVIEWS.** Owner and all Developers shall meet with the Town, or its designee, at least once, per year, during the Term to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner and all Developers shall provide such information as may reasonably be requested by the Town, to include without limitation acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner and all Developers shall be required to compile this information within a reasonable time after written request by the Town.

**15. DEFAULTS.**

15.1 The failure of the Owner, Developer or the Town to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches or a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such thirty (30) day period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the Town absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the Town or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement. A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. The parties acknowledge that individual residents and owners

of completed buildings within the Property shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement.

15.2 Notwithstanding the foregoing or anything to the contrary in this Agreement, the parties agree that the Town's sole and exclusive remedy for any default pursuant to Section 12.1 of this Agreement (a "Phasing Default") shall be to terminate this Agreement, upon which termination all rights and obligations of the parties under this Agreement shall cease, and the Town hereby expressly waives any and all other remedies it may otherwise have, either at law or in equity, resulting from or arising from a Phasing Default.

15.3 Notwithstanding anything to the contrary herein, in no event shall any party to this Agreement be liable, nor shall any action be brought, for consequential, incidental, exemplary or punitive damages.

## **16. MODIFICATION OF AGREEMENT.**

16.1 This Agreement may be modified or amended only by the written agreement of the Town and the Owner; such written agreement may be by resolution or ordinance at the Town's sole discretion. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

16.2 This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the Town and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

16.3 Because this Agreement constitutes the plan for a Planned Development District under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

16.4 The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of environmentally sensitive residential developments suggested by the master plans are followed and respected.



**17. NOTICES.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by (i) personal delivery or by independent courier service evidenced by written receipt, (ii) by facsimile evidenced by return facsimile acknowledgement receipt, or by mail on the third (3rd) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, return receipt requested addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be addressed:

To the Town: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Owner: McLeod Lumber Co., Inc.  
Attn: William McLeod Rhodes  
1820 Savannah Highway, Suite F-2  
Charleston, SC 29407

With a copy to: Nelson Mullins Riley & Scarborough, LLP  
Attn: Shawn R. Willis  
151 Meeting Street, Suite 600  
Charleston, SC 29401

**18. ENFORCEMENT.** Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

**19. GENERAL.**

19.1 Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect

such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the Town each shall have the right to challenge the N Law preventing compliance with the terms of this Agreement. In the event that such challenge successful, this Agreement shall remain unmodified and in full force and effect.

19.2 Estoppel Certificate. The Town, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

19.2.1 that this Agreement is in full force and effect,

19.2.2 that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

19.2.3 whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

19.2.4 whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

19.3 Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the Town and the Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

19.4 No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

19.5 Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

19.6 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

19.7 Assignment. Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to a subsidiary or sister company, or subsequent land owners and Developers.

19.8 Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

19.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

19.10 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

19.11 Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

19.12 No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder.

19.13 Attorneys' Fees. If legal action is necessary to interpret this Agreement or to enforce a right or remedy of either party, the prevailing party shall be entitled to recover from the other party all expenses incurred in connection with such action, including without limitation reasonable attorney's fees based on standard hourly rates.

## **20. STATEMENT OF REQUIRED PROVISIONS.**

20.1 Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A) of the Act. Although certain of these items are addressed elsewhere in this Agreement, the following required provisions are set forth for convenient reference.

20.1.1 Legal Description of Property and Legal and Equitable Owners. The legal description of the Property is set forth in **Exhibit A** attached hereto. The legal Owner of the Property is McLeod Lumber Co., Inc.

20.1.2 Duration of Agreement. The duration of this Agreement shall be as provided in Article 3.

20.1.3 Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Zoning Regulations, as supplemented by this Agreement.

20.1.4 Required Public Facilities. The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

20.1.5 Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. All requirements relating to land transfers for public facilities are set forth in Article 10 above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the provisions set forth in this Agreement.

20.1.6 Local Development Permits. The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

20.1.7 Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the Town, which include a Planned Development District for the Property.

20.1.8 Terms for Public Health, Safety and Welfare. The Ravenel Mayor and Town Council find that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.

20.1.9 Historical Structures. Pursuant to Code Section 6-31-60(A)(9) of the Act, any cultural and/or historical structures and/or sites on the Property will be addressed through applicable federal and state regulations and the Zoning Regulations at the time of development, as stated in Article 12 of this Agreement.

**[Remainder of page intentionally left blank. Signature page to follow.]**

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

Signed and Seal and Delivered  
In the Presence of:

**MCLEOD LUMBER CO., INC.**  
a South Carolina corporation

\_\_\_\_\_  
First Witness

By: \_\_\_\_\_  
William McLeod Rhodes, its President

\_\_\_\_\_  
Second Witness

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, do hereby certify that William McLeod Rhodes, as President of McLeod Lumber Co., Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

Signed and Seal and Delivered  
In the Presence of:

**TOWN OF RAVENEL**

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Second Witness

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

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of the Town of Ravenel, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina

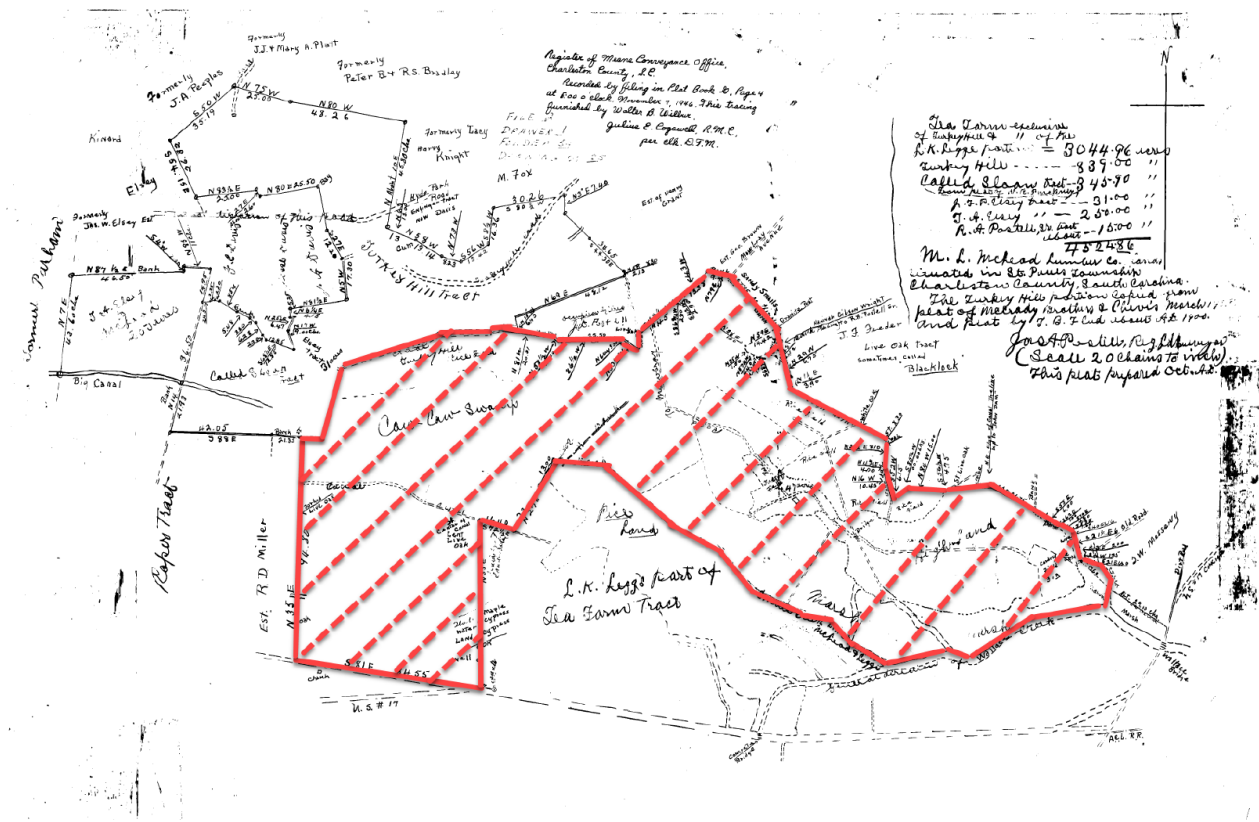
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Property Description Of Tea Farm Tract

#### 1. DESCRIPTION OF THE "PROPERTY"

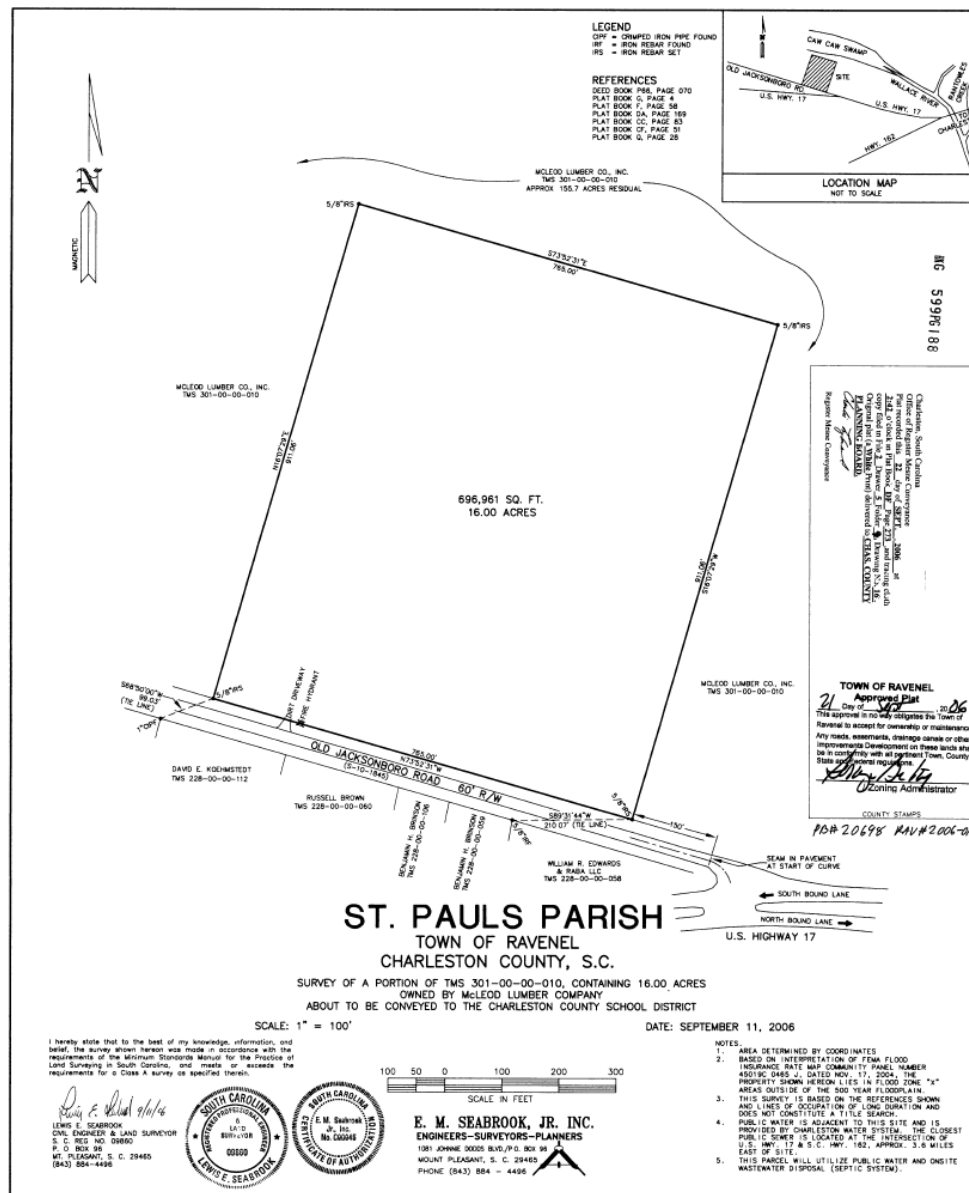
All of those certain pieces, parcels or tracts of land described as the Tea Farm Tract (exclusive of the Turkey Hill Tract and the L.K. Legge Portion of the Tea Farm Tract) containing approximately 3,044.96 acres, and the R.A. Postell, Sr. Tract containing approximately 15.00 acres, on that certain plat prepared by J. Postell in October 1946 for M. L. McLeod Lumber Co. recorded on November 7, 1946 in Plat Book G at page 4 in the office of the Register of Deeds for Charleston County. Said property being designated as the cross-hatched area below:



#### LESS AND EXCEPT:

ALL that certain piece, parcel or tract of land situate, lying and being in St. Pauls Parish, Town of Ravenel, Charleston County, South Carolina, containing 16.00 acres, more or less, as shown on a plat thereof entitled "St. Pauls Parish, Town of Ravenel, Charleston County, S.C., Survey of a Portion of TMS 301-00-00-010, Containing 16.00 Acres Owned by McLeod Lumber Company, About to be Conveyed to the Charleston County School District", prepared by Lewis E. Seabrook, Civil Engineer and Land Surveyor, S.C. Reg. No. 09860, dated September 11, 2006, recorded in

the RMC Office for Charleston County in Plat Book DF, at Page 273, which property was conveyed by McLeod Lumber Co., Inc. to Charleston County Scholl District by deed recorded on October 24, 2006 in Book F-603 at page 796. A copy of said plat is below:





## **2. DESCRIPTION OF THE “PD PROPERTY”**

All that certain piece, parcel or tract of land, lying, being and situate in Charleston County, South Carolina, containing 395.77 acres and designated as Tract 1 on that certain plat prepared for McLeod Lumber Co., Inc. entitled “SUBDIVISION PLAT OF A PORTION OF THE MCLEOD LUMBER CO. TRACT TO CREATE TRACT 1 CONTAINING 395.77 ACRES, LOCATED PARTIALLY IN THE TOWN OF RAVENEL AND PARTIALLY IN UNINCORPORATED CHARLESTON COUNTY, ST. PAULS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA” prepared for McLeod Lumber Co., Inc. by Thomas & Hutton dated May [\_\_\_\_], 2021 and to be recorded in the Office of the Register of Deeds for Charleston County.

## **EXHIBIT B**

### **Development Schedule**

Development of the PD Property is anticipated to occur over a five (5) to ten (10) year period, with the sequence and timing of development activity to be dictated largely by market conditions. The following is an estimated development schedule:

1. 2021-2023: Land planning, site civil design, permitting and commencement of construction of phase one of residential development.
2. 2022-2025: Homes sales and continued construction of phase one of residential development. Land planning, site civil design, permitting and commencement of construction of phase two of residential development.
3. 2024-2027: Homes sales of phase one of residential development. Homes sales and continued construction of phase two of residential development
4. 2025-2031: Neighborhood Commercial Center land planning, site civil design, permitting and construction.

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

## EXHIBIT C

### Land Uses and Densities

**1. PD Property (pursuant to Tea Farm Tract PD Ordinance):**

Planning Areas and Land Use	Total Acres	Upland Acres	Wetland Acres	Max. DU's	Maximum Commercial SF
Residential, Single Family	128	128	-	346	-
Residential, Attached	9	9	-	54(b)	-
Community Recreation	4	4	-	-	-
Neighborhood Commercial Center	14(a)	14(a)	-	-	128,000 sf (a)
Municipal Site	2	2	0		-
Wetland	187	-	187		
Upland Preserve	52	52			
Total	396	209	187	400	128,000 sf (a)

**FOOTNOTES:**

- (a) The PD Master Plan shall allow a minimum acreage for Neighborhood Commercial Center of 2 acres with 16,000 square feet or less of commercial space, and a maximum acreage and square footage of space shown in the table above
- (b) Attached residential units may be converted to Residential, Detached at a ratio of 1:1 (54 DU)

- 2. Residual Property:** Pursuant to applicable provisions in Zoning Regulations regarding the Agricultural Residential District zoning classification.
- 3. Town Parcel.** The Town Parcel shall be excluded from the density limitations of the Tea Farm Tract PD Ordinance. The permitted uses for the Town Parcel shall be: Government Offices/Facilities, Public Order and Safety, Police and Fire Protection Services.