

Council Members

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

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

October 22, 2019

5:30 PM

County Council Chambers

GEORGETOWN COUNTY COUNCIL
County Council Chambers, 129 Screven Street,
Suite 213, Georgetown, SC 29440

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - October 8, 2019**
- 6. CONSENT AGENDA**
 - 6.a Procurement #19-074, Replacement of (4) Chevrolet Tahoes for the Sheriff's Office**
 - 6.b Procurement #19-064, Freightliner Roll-Off Truck with Cable Hoist (Qty. 2)**
 - 6.c Contract #19-034, Task Order 01, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ**
 - 6.d Acceptance of FAA AIP 3-45-0025-021-2019 Grant Offer**
 - 6.e ORDINANCE NO. 19-22 - AN ORDINANCE TO AMEND ORDINANCE 2007-06, "GEORGETOWN COUNTY ANIMAL CONTROL ORDINANCE", REGARDING THE STERILIZATION OF ANIMALS BEFORE RELEASE - Third Reading**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 19-20 - An Ordinance to authorize Georgetown County to lease a portion of a tract of property owned by Georgetown County, designated as Tax Map No. 04-0406-001-01-00, to JB's Celebration Park Inc. for the purposes of constructing a Celebration Park for general public access.**

7.b ORDINANCE NO. 19-23 - AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

8.a Waccamaw Center for Mental Health Governing Board

9. RESOLUTIONS / PROCLAMATIONS

9.a Proclamation No. 19-23 - In recognition of National Bullying Awareness Month

10. THIRD READING OF ORDINANCES

10.a ORDINANCE NO. 19-18 - AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY") AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT EAGLE, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE "COMPANY"), WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.

10.b ORDINANCE NO. 19-19 - AN ORDINANCE TO ESTABLISH A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO BE KNOWN AS THE GEORGETOWN COUNTY PROJECT EAGLE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (THE "PARK"), IN CONJUNCTION WITH HORRY COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GEORGETOWN COUNTY; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HORRY COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN GEORGETOWN COUNTY; AND OTHER MATTERS RELATED THERETO.

10.c Ordinance No. 19-20 - An Ordinance to authorize Georgetown

County to lease a portion of a tract of property owned by Georgetown County, designated as Tax Map No. 04-0406-001-01-00, to JB's Celebration Park Inc. for the purposes of constructing a Celebration Park for general public access.

- 10.d **ORDINANCE NO. 19-23 - AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.**

11. SECOND READING OF ORDINANCES

- 11.a **Ordinance No. 19-21 - An Ordinance to authorize the expenditure of surplus Capital Project Sales Tax funds authorized under the Capital Project Sales Tax Act (S.C. Code Ann. Section 4-10-340, et seq.) previously collected pursuant to a majority vote on a referendum ordered by Georgetown County Ordinance 2014-28 held on November 4, 2014; further to designate the projects for which the surplus proceeds may be used; and to provide for other matters relating thereto.**
- 11.b **Ordinance No. 19-24 - To amend the signage requirements for Building C located in the Pawleys Plaza Planned Development (PD) located at 10225 Ocean Highway in Pawleys Island.**
- 11.c **ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45**
- 11.d **Ordinance No. 19-27 - Amendment of the FY 2019/2020 Budget Ordinance.**

12. FIRST READING OF ORDINANCES

- 12.a **ORDINANCE NO. 19-28 - AN ORDINANCE TO AMEND ORDINANCE No. 2004-43 PERTAINING TO OPERATION OF VEHICLES, TO BE KNOWN AS "THE GEORGETOWN COUNTY IMPROPER OPERATION ORDINANCE"**

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

- 15.a **Tidelands Community Hospice Foundation - License for Property Use**
- 15.b **Execution of Option and Purchase Agreement with Red Mountain TimberCo III LLC**

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation
Planned Development to change the land use designation for two
parcels along Green Wing Teal Lane from Open Space to Single
Family in order to allow an additional two single family lots to the
PD (County Council deferred action on 10/24/17)**

**16.b Ordinance No. 19-26 - An amendment of Article XIII, Tree
Regulations, of the Zoning Ordinance regarding trees in road
right-of-way.**

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Personnel Matter / County Administrator Position

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 10/22/2019
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - October 8, 2019

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

STAFF RECOMMENDATIONS:

Recommendation for approval of minutes as submitted.

ATTACHMENTS:

Description	Type
▣ DRAFT - Minutes 10/8/19	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, October 8, 2019, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Everett Carolina	Louis R. Morant
	Ron L. Charlton	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	
Staff:	Wesley P. Bryant	Sel Hemingway
	Theresa E. Floyd	Jackie Broach-Akers

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

Chairman John Thomas called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Raymond Newton made a motion to approve the meeting agenda. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion, and there was none.

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

PUBLIC COMMENTS:

Odessa Jackson

Ms. Jackson spoke to County Council regarding the drug epidemic in Georgetown County. As the founder of a drug and alcohol ministry operating in Georgetown, *A Cry in the Wilderness*, Ms. Jackson provided council members with a packet of information pertaining to this program. She said the number of overdoses and drug related deaths is continuing to rise in Georgetown County, and she provided statistical data from the SC Department of Environmental Control pertaining to this. Georgetown has been significantly impacted both by illegal and prescription drugs. She said this ministry has begun to help those in need, but additional local services are needed, including a detox center, and a long-term residential treatment center (18-20 month program). The closest facilities offering these services are located in other counties. Georgetown County can assist by providing funding to help with this epidemic problem. Ms. Jackson asked several others attending the meeting in support of this effort to show their support by standing.

Eileen Johnson

Ms. Johnson stated that she was present to voice concerns regarding the County's proposal to purchase 948 acres on the Sampit River. Council members took an oath when elected, and were entrusted to make decisions on behalf of the citizens. The decisions made by County Council have an impact on everyone, including future generations. In order to make informed and wise decisions, it is the

responsibility of County Council to ask questions, and verify the information they are given. The approval of a Capital Project Sales Tax by Georgetown County voters was based on the specific projects that the monies collected would fund. A full accounting for each of these projects must be rendered upon completion before any surplus money may be diverted to other projects. Additionally, nowhere in the Capital Project Sales Tax Act is the purchase of property allowed as an appropriate expense. Ms. Johnson said there are several questions that County Council should be asking including: Is this legal? Are the designated projects completed? Have you seen the financial reports? Who is in charge of reporting that information? Has due diligence been completed on the 948 acre tract of property? Has County Council seen the diligence reports? Will Red Mountain Timber extend the purchase option on this property? When was the last time Brian Tucker (Economic Development Director) had an evaluation? Have we found a tangible reason for the \$2 million deficit in the county's budget? Have we called for a forensic audit? If not, why? Ms. Johnson said she intends to ask the SC Department of Revenue to oversee Georgetown County's Capital Projects Program.

Erin Pate

Ms. Pate introduced herself as the North Coast Office Director of the Coastal Conservation League. She voiced concerns regarding Ordinance No. 19-21 to authorize the use of Capital Project Sales Tax surplus revenue on two projects, including a 3.72 million dollar industrial site. In 2014 County residents approved Capital Projects Sales Tax to pay for essential projects such as dredging, fire/police facilities, and road improvements. Due to extenuating circumstances the County has collected surplus capital project monies. Though the County is allowed to spend this surplus money, SC State Code clearly outlines how this must be done, and specifically lists the type of projects that can be funded. According to State Code, funding an industrial park is not allowable by law. Ms. Pate said the County should reject Ordinance 19-21 for legally sound projects.

Wesley Gibson

Mr. Gibson, speaking on behalf of *Citizens for Progress*, questioned County Council's proposal to spend 3.75 million of 16.9 capital project surplus funds on other projects. This is clearly wrong, as state code specifically outlines the process of how spending excess funds should be handled. State law also specifies that all projects must be complete prior to spending any surplus monies. Mr. Gibson said the fire substations are not completed, the Andrews Fire/EMS station is not completed, and the road paving projects that were to be funded by Capital Project Sales Tax are not completed. He asked what happened to the 3.75 million dollars that was allocated for the purchase of this 948 acre tract of industrial property before these surplus funds were available. Mr. Gibson said County Council needs to look at this situation legally. First, by first determining if there is a surplus in funding, and then by going through the proper steps to dispense the funds. Mr. Gibson said the voters are watching.

Fred Williams

Mr. Williams commended Councilman Goggans and Chairman Thomas for looking out for their district in getting monies allocated for bike paths. He said County Council allocated \$500,000 for this purpose, and then designated an extra \$200,000 later. He questioned if this is a justifiable expenditure because it will only benefit a designated section of the County (Waccamaw Neck). Mr. Williams stated that West End residents were told that the County had a budgetary shortfall when they requested improvements at the Beck Facility, however, now the project is underway because the funding "mysteriously appeared". Mr. Williams said County Council needs to do a better job with assessing needs and exercising impartial discretionary spending. He is tired of seeing money magically appear when needed for "pet projects", and asked how funding for bike paths can be justified on the Waccamaw Neck when other areas don't

have sidewalks, adequate drainage, or other “basics”? Mr. Williams asked if this was a request from citizens, and said he would like a written response on how this occurred.

Marilyn Hemingway

Ms. Hemingway introduced herself as the President of the Gullah Geechee Chamber of Commerce, and stated that she was present to voice her opposition to County Council’s proposal to amend the Capital Project Sale Tax project list that was approved by voters by spending surplus monies to purchase 948 acres on Penny Royal Road (Ordinance No. 19-21) for an industrial park. She said Georgetown County Council is clearly putting the cart before the horse here, and appears eager to abandon the process set by state law. Ms. Hemingway said many of the voter “approved” capital projects are still outstanding, and questioned why the County would be buying more land for industrial use when the Andrews Industrial Park is partially vacant. Ms. Hemingway urged County Council to vote against Ordinance No. 19-21, and stop funding “pet projects”.

Marvin Neal

Mr. Neal stressed to County Council the importance of following the process previously outlined for hiring a new county administrator. He said Georgetown County Council previously outlined a procedure that included soliciting potential applicants by July 1, narrowing the list by October, and scheduling a press conference whereby the public could ask questions and have input in the process. The goal was to hire a new administrator by October 30th. Mr. Neal said he did not disagree with the proposed plan, however, it appeared that the established process had no value. In early September, the Chairman sent an email to other council members, before the “official” process got started, naming his top five candidates for the position. Mr. Neal said this type of action and general attitude leads the public to question the overall integrity of this body.

Tupelo Humes

Mr. Humes declined to speak, stating that his areas of concern were addressed by previous speakers.

Keith Moore

Mr. Moore addressed County Council regarding the poor state of disrepair that Lanes Creek Drive is currently in. He said the road has been “shredded”, and it is his understanding that there is a disagreement between entities as to who is responsible to repair it. He said the road is in such disrepair, including holes two feet deep, that school buses cannot travel the road due to its deplorable state.

MINUTES:

Regular Council Session – September 24, 2019

Councilmember Ron Charlton moved to approve the minutes of the regular council meeting held on September 24, 2019. Councilmember Raymond Newton seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

The following reports were included on the Consent Agenda, and therefore approved previously during the meeting:

Procurement #18-043, Hagley West Drainage Improvements, Change Order 4 – County Council approved Change Order #4 to an existing contract with Greenwall Construction Services, Inc. in the amount of \$294,283.21 for Hagley Drainage Improvements.

Procurement #19-057, Three (3) John Deere 1570 Terrain Cut Mowers (Capital Equipment Replacement Plan) – County Council awarded a bid associated with Bid #19-057 for (3) three John Deere mowers to Revels Turf and Tractor, LLC at \$78,193.82.

Bid #19-034, Non Engineered Road Repair, Resurfacing, Sealing and Marking, IDIQ – County Council awarded an IDIQ contract for non-engineered road repair, resurfacing, sealing and marking to Coastal Asphalt.

Contract #17-078-DC, Local Funded Comprehensive Roadway Design & Engineering, Task Order #1 IDIQ – County Council approved a Task Order with Dennis Corporation at \$105,400, for paving of Indian Hut and Amos Road (Phase 1 will begin on Amos Rd. at the intersection of Sioux Fr. and continue on Indian Hut Road to a point +/- 100 LF southwest of its intersection with Clarence Dr.)

PUBLIC HEARING:

Ordinance No. 19-18

County Council held a public hearing on Ordinance No. 19-18, an Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and Between Georgetown County, South Carolina (THE "COUNTY") and a Company Identified for the Time Being as Project Eagle, acting for Itself, One or More affiliates, And/Or, Other Project Sponsors (THE "COMPANY"), with Respect to the Establishment and/or Expansion of a Certain Facilities in the County (Collectively, THE "PROJECT"); (2) The Benefits of a Multi-County Industrial Park to be Made Available to the Company and the Project, and (3) Other Matters Relating Thereto. There were no public comments, and Chairman John Thomas closed the public hearing.

Ordinance No. 19-19

A public hearing was held on Ordinance No. 19-19 titled, "An Ordinance to Establish a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the South Carolina Code of Laws 1976, as amended, to be Known as the Georgetown County Project Eagle Joint County Industrial and Business Park (THE "PARK"), in Conjunction with Horry County, Such Park to be Geographically Located in Georgetown County; to Authorize the Execution and Delivery of a Written Park Agreement with Horry County as to the Requirements of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; To Provide for the Distribution of Revenues From the Park Within Georgetown County; and Other Matters Relating Thereto". No individual came forward to speak favorably, or in opposition of Ordinance No. 19-19, and the Chairman ordered the public hearing closed.

RESOLUTIONS / PROCLAMATIONS:

Resolution No. 19-21

Councilmember Raymond Newton moved for the approval of Resolution No. 19-21 to adopt Georgetown County's Updated 2019 Hazard Mitigation Plan. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion.

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

Resolution No. 19-22

Councilmember Everett Carolina moved for the adoption of Resolution No. 19-22 supporting the enactment of legislation against hate crimes in South Carolina. Councilmember Lillie Jean Johnson seconded the motion. No discussion followed the motion.

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

ORDINANCES-Third Reading

No reports.

ORDINANCES-Second Reading:

Ordinance No. 19-21

Prior to taking action on Ordinance No. 19-21, Chairman John Thomas asked that the County Attorney provide legal advice pertaining to this matter in Executive Session.

Ordinance No. 19-22

Councilmember Louis Morant moved for second reading approval of Ordinance No. 19-22, an Ordinance to Amend Ordinance No. 2007-06, "Georgetown County Animal Control Ordinance", regarding the sterilization of animals before release from the local animal shelter. Councilmember Steve Goggans offered a second on the motion. No discussion followed the motion.

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

Ordinance No. 19-23

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 19-23, an Ordinance Authorizing the Issuance and Sale of General Obligation Bonds of Georgetown County, South Carolina, Series 2019, or Such Other Appropriate Series Designation, in the Principal Amount of Not Exceeding \$10,000,000; Fixing the Form and Details of the Bonds; Authorizing the County Administrator to Determine Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto. Councilmember Raymond Newton seconded the motion. Chairman Thomas called for discussion.

Councilmember Steve Goggans moved to amend Ordinance No. 19-23 to incorporate proposed text, as the Ordinance No. 19-23 was introduced by title only at first reading. Councilmember Everett Carolina seconded the motion. There was no discussion on the amendment.

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

The vote on the main motion was as follows:

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

ORDINANCES-First Reading:

Ordinance No. 19-24 - To amend the signage requirements for Building C located in the Pawleys Plaza Planned Development (PD) located at 10225 Ocean Highway in Pawleys Island.

Ordinance No. 19-25 – An Ordinance Setting the Base Salaries for Elected Officials of Georgetown County, and Further Repealing and Replacing Ordinance No. 2005-45.

Ordinance No. 19-26 - An Amendment to the Zoning Ordinance Article XIII, Section 1304.3 and Section 1304.5, regarding to Right-of-Way Easements and Utilities.

Councilmember Steve Goggans moved to invoke pending ordinance doctrine pertaining to Ordinance No. 19-26. Councilmember Raymond Newton offered a second on the motion. Upon a call for discussion from Chairman Thomas, there was none.

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

Ordinance No. 19-27 – An amendment of the FY 2019/2020 Budget Ordinance.

BIDS:

No reports.

REPORTS TO COUNCIL:

Intergovernmental Agreement for Development of Multi-County Industrial Business Park

County Administrator presented a recommendation for approval of an intergovernmental agreement with the City of Georgetown pertaining to development of a Multi-county Industrial Business Park, identified as Project Eagle located within the City of Georgetown. Councilmember Raymond Newton moved for its approval. Councilmember Lillie Jean Johnson offered a second. No discussion followed the motion.

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

DEFERRED:

Ordinance No. 2017-23

County Council deferred action on Ordinance No. 2017-23, a proposed amendment to the Pawleys Plantation Planned Development pursuant to legal questions pertaining to the application as submitted by the Pawleys Plantation Property Owners Association.

Ordinance No. 19-18

Councilmember Ron Charlton moved for second reading approval of Ordinance No. 19-18, an Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and Between Georgetown County, South Carolina (THE "COUNTY") and a Company Identified for the Time Being as Project Eagle, acting for Itself, One or More affiliates, And/Or, Other Project Sponsors (THE "COMPANY"), with Respect to the Establishment and/or Expansion of a Certain Facilities in the County (Collectively, THE "PROJECT"); (2) The Benefits of a Multi-County Industrial Park to be Made Available to the Company and the Project, and (3) Other Matters Relating Thereto. Councilmember Everett Carolina seconded the motion. Chairman Thomas called for discussion.

Ordinance No. 19-19

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Steve Goggans, for second reading approval of Ordinance No. 19-19 titled, "An Ordinance to Establish a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the South Carolina Code of Laws 1976, as amended, to be Known as the Georgetown County Project Eagle Joint County Industrial and Business Park (THE "PARK"), in conjunction with Horry County, Such Park to be Geographically Located in Georgetown County; to Authorize the Execution and Delivery of a Written Park Agreement with Horry County as to the Requirements of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the park; To Provide for the Distribution of Revenues From the Park Within Georgetown County; and Other Matters Relating Thereto". Chairman John Thomas called for discussion.

Ordinance No. 19-20

Ordinance No. 19-20, an Ordinance to authorize Georgetown County to lease a portion of a tract of property owned by Georgetown County, designated as Tax Map No. 04-0406-001-01-00, to JB's Celebration Park Inc. for the purpose of constructing a park for general public access.

EXECUTIVE SESSION:

Councilmember Raymond Newton made a motion to moved into Executive Session in order to receive legal advice (pertaining to Ordinance No. 19-21) at 6:23 PM. Councilmember Steve Goggans offered a second. There was no discussion on the motion.

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

OPEN SESSION:

As open session resumed at 7:23 PM, Chairman John Thomas stated that during Executive Session, County Council received legal advice from the County Attorney pertaining to Ordinance No. 19-21. No decisions were made by County Council, nor were any votes taken during Executive Session.

The Chairman asked for any further business to come before County Council. Councilmember Louis Morant moved to defer action on Ordinance No. 19-21, an Ordinance to authorize the expenditure of surplus Capital Project Sales Tax funds authorized under the Capital Project Sales Tax Act (S.C. Code Ann. Section 4-10-340, et seq.) previously collected pursuant to a majority vote on a referendum ordered by Georgetown County Ordinance 2014-28 held on November 4, 2014; further to designate the projects for which the surplus proceeds may be used; and to provide for other matters relating thereto. Councilmember Steve Goggans seconded the motion. Chairman John Thomas called for discussion, and none occurred.

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

Being no further business to come before County Council, Councilmember Louis Morant made a motion to adjourn the meeting at 7:24 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 10/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-074, Replacement of (4) Chevrolet Tahoes for the Sheriff's Office.

CURRENT STATUS:

The vehicles being considered for replacement are part of the previously approved Capital Equipment Replacement Plan (CERP) annual assessment and review process. The Sheriff's Office identified four (4) vehicles for replacement. These may be sold as surplus or reassigned to other departments where a used vehicle is appropriate

POINTS TO CONSIDER:

- 1) This item will be procured using the State Contract #4400017323, under the existing procurement code:
Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities: Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201, 6-202)
- 2) The Sheriff's Office has requested four (4) units with hardware and mounting as appropriate for the designated vehicles with a total cost of \$134,108.00, including Infrastructure Maintenance Fee. (Price of Tahoes is \$33,527.00 ea).
- 3) The state vendor for these services is Love Chevrolet. The County has had successful history of past purchases with this vendor.

FINANCIAL IMPACT:

This request is fully funded in 499.205 50713 up to \$134,108.00 as part of the CERP vehicle replacement plan costs as previously approved.

OPTIONS:

- 1) Award a purchase order to Love Chevrolet, for \$134,108.00 for four (4) 2019 Chevrolet Tahoes.
- 2) Decline to approve

STAFF RECOMMENDATIONS:

The Sheriff's Office recommends the procurement of the (4) 2019 Chevrolet Tahoes from Love Chevrolet, utilizing SC State Contract pricing. The department believes the proposed costs to be in the best interest of the County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▯ 19-074 Bid Solicitation	Cover Memo
▯ 19-074 Recommendation	Cover Memo
▯ PO 2020-00000137-1	Cover Memo

GEORGETOWN COUNTY SHERIFF'S OFFICE



Carter Weaver, Sheriff

Memorandum

To: Purchasing

From: Carter Weaver, Sheriff *RCW*

Date: 10-2-2019

Re: Letter of Recommendation - Vehicle purchase

It is the recommendation of my office to acquire the vendor Love Chevrolet for the purchase of (4) 2019 Chevrolet Tahoe's for our vehicle fleet. The cost for these fleet vehicles is 134,108.00. The funding is secured in account 499.205.50713.

**Bill To**

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

Ship To

FIRST VEHICLE SERVICES
C/O GC PUBLIC WORKS DEPT.
2210 BROWNS FERRY RD (SC-51)
GEORGETOWN, SC 29440

Change Purchase Order

No. 2020-00000137-1

09/13/19

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

Vendor 102762 LOVE CHEVROLET COMPANY**Contact**

LOVE CHEVROLET COMPANY
POST OFFICE BOX 8387
COLUMBIA, SC 29202-8387

Deliver by**Ship Via**

VEND

Freight Terms

F.O.B: DESTINATION

Originator

Ann Puckett

Resolution Number 19-074**Invoice Terms**

N30

Status	Quantity	Received U/M	Description	Unit Cost	Total Cost	Expensed
Open	4.0000	EA	VEHICLE, AUTO/TRUCK	\$33,027.0000	\$132,108.00	
<i>Item Description</i> 2018 CHEVROLET TAHOE 4X4 PER SPECS ATTACHED <i>Detail Description</i> EXTERIOR: BLACK						
<i>G/L Account</i>			<i>Project</i>	<i>Amount</i>	<i>Percent</i>	
499.205-50713 (Autos & Trucks)					100.00%	
Open	4.0000	EA	VEHICLE, AUTO/TRUCK	\$500.0000	\$2,000.00	
<i>Item Description</i> INFRASTRUCTURE MAINTENANCE FEE						
<i>G/L Account</i>			<i>Project</i>	<i>Amount</i>	<i>Percent</i>	
499.205-50713 (Autos & Trucks)					100.00%	

Level	Level Description	Date	Approval User
3	Purchasing	9/13/2019	Ann Puckett

Total Due \$134,108.00**Change Reason**

UPDATE

Ann G. Puckett
SIGNATURE

SIGNATURE

Special Instructions

E-MAIL TO: Bill
COMPANY: _____
FROM: Georgetown County, SC Purchasing Office
E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500

Love Chevrolet Order Form

Vehicle Order 2018 Chevrolet Tahoe PPV
 State Contract #4400017323
 Base Price: 32,734.00
 PO # _____

Contact _____
 Phone # _____
 Address for Titling: _____

COLORS		Base Price	\$32,734
Paint		Price	
GBA	BLACK x4	\$0.00	—
GAZ	SUMMIT WHITE	\$0.00	
GAN	SILVER ICE METALLIC	\$0.00	
GXG	TUNGSTEN METALLIC	\$0.00	
G1M	BLUE VELVET METALLIC	\$0.00	
G9K	SATIN STEEL METALLIC	\$0.00	
GMU	PEPPERDUST METALLIC	\$0.00	
G2X	HAVANA METALLIC	\$0.00	
G1E	SIREN RED TINTCOAT (Additional charge)	\$479.00	
OPTIONS			
	4 Wheel Drive – Pursuit Package	\$3550.00	
Q5U	Wheels, 17" X 8" (43.2cm X 20.3 cm) BRIGHT MACHINED ALUMINUM	\$484.00	
PCW	ENHANCED DRIVER ALERT PACKAGE includes (JF4) Power-adjustable pedals, (UEU) Forward Collision Alert, (TQ5) IntelliBeam headlamps, (UHY) Low Speed Forward Automatic Braking and (UHX) Lane Keep Assist with Lane Departure Warning	\$673.00	
5HP	KEY, 6 ADDITIONS KEYS NOTE: programming of keys is at customer's expense	\$40.00	
UT7	GROUND STUDS, AUXILLARY, CARGO AREA INSIDE LIFTGATE OPENING, LEFT AND RIGHT	\$82.00	
VL1	REAR CARGO MAT, ALL-WEATHER	\$82.00	
S6N	TRAILER HITCH INSERT	\$33.80	
V76	RECOVERY HOOKS, 2 FRONT, FRAME-MOUNTED, BLACK	\$48.00	
6J7	FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE	\$479.00	
WX7	WIRING, AUXILIARY SPEAKER, FOR UPFITTER CONNECTION TO FRONT DOOR/WINDSHIELD	\$59.00	
6J3	WIRING, GRILLE LAMPS AND SIREN SPEAKERS	\$89.00	89.00
6J4	WIRING, HORN AND SIREN CIRCUIT	\$40.00	40.00
B30	FLOOR COVERING, COLOR-KEYED CARPETING	\$184.00	
VAV	ALL-WEATHER FLOOR MATS (Requires (B30) floor covering.)	\$218.00	
6N5	SWITCHES, REAR WINDOW INOPERATIVE	\$61.00	
6C7	LIGHTING, RED AND WHITE FRONT AUXILIARY DOME Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent).	\$164.00	164.00
VRS	CARGO SECURITY SHADE	\$189.00	
5T5	SEATS, 2ND ROW VINYL WITH FRONT CLOTH SEATS	\$0.00	
6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE	\$57.00	
BTV	REMOTE VEHICLE START	\$290.00	
AMF	REMOTE KEYLESS ENTRY PACKAGE includes 6 additional remotes	\$73.00	
DEL	Delivery- after 9 miles	\$1.67/mi	
TAX	SC Sales Tax	\$500.00	500.00
	Drop ship to upfitter? If so, name of upfitter. _____	Yes/No	

Signature _____ Date _____

Total 33,527.00

Item Number: 6.b
Meeting Date: 10/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-064, Freightliner Roll-Off Truck with Cable Hoist (Qty. 2)

CURRENT STATUS:

The new Roll-Off Trucks with Cable Hoists will be a replacement of the two 2013 Freightliner Roll-Off Trucks under the FY20 Capital Equipment Replacement Program (CERP) for the Environmental Services Collections division.

POINTS TO CONSIDER:

This item will be procured using the State Contract #4400017277, under the existing procurement code:

Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities:

- 1) Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201, 6-202).
- 2) The County has compared costs between vendors and cooperatives and finds the SC State contract cooperative pricing with Excel Truck Group to be the lowest cost and in the best interest of the County.
- 3) For price comparison purposes, a quote of \$311,839.10 was received from Nu-Life Environmental of Easley, SC in collaboration with Christopher Trucks, Inc. of Greenville, SC.
- 4) For price comparison purposes, a quote of \$318,305.44 was received from Triple T Truck Centers of Wilmington, NC with a location in Florence, SC, using NCSA Cooperative Contract #20-04-0506R, Lot #49R pricing.

FINANCIAL IMPACT:

These items were included in the FY20 CERP and are budgeted in G/L account number 502.307-50713 with an approved budget of \$342,239.00, this purchase will be fully funded.

OPTIONS:

- 1) Approve purchase from Excel Truck Group as the delivering dealer for two (2) Freightliner 114SD Roll-Off Trucks with Cable Hoists in the amount of \$300,882.00 inclusive of delivery; or
- 2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

Georgetown County received three (3) quotes for procurement of two (2) Freightliner 114 SD Roll-Off Trucks with Cable Hoists. Staff has reviewed and evaluated both quotes and finds the quote from Excel Truck Group meets all required specifications at the lowest cost. The State Contract pricing provided by Excel Truck Group was found to be the lowest price quoted at \$300,882.00. Based on the aforementioned, staff recommends award go to the lowest bidder, Excel Truck

Group, for a total amount of \$300,882.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Quote from Excel Truck Group	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo

Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement # 19-054

Procurement for: Two (2) Roll-off Trucks with Cable Hoist

Department: Public Services – 307- Collections

Budgeted: X-YES ☐-NO

Estimated Cost: \$ 342,239 **FY 2020**_____

Funds Available: X-YES ☐-NO ☐-Pending Budget Transfer☐-Cash Purchase☒-Municipal Lease/Purchase Financing 6 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
502.307-50713	\$342,239
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO If YES, attach a copy of the approved grant.	
<u>Grant Approval Attached</u> : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐ - New Acquisition

If Replacement: ☒ Scheduled CERP ☐ - Destroyed

☐ - Destroyed

Unit Being Replaced: Year/Make Model 2013 Freightliner Roll-Off

VIN/Serial No. 1FVHG3DVXDHBY4321

1FVHG3DV8DHB Y4320

Clear Title on Hand: ☒-YES ☐-NO If NO, identify bank holding lien:

Bank Currently Holding Title:

Department Director/Elected Official

Date _____

Budget Officer

Date _____

Purchasing

Date _____

Finance Director

Date _____

County Administrator

Date _____

Prepared for:
State of South Carolina
PO Box 101103
Columbia, SC 29211
Phone: 803-737-9816

Prepared by:
Bill Fuller
Excel Truck Group
2790 Shop Road
COLUMBIA, SC 29209
Phone: 803-376-4455

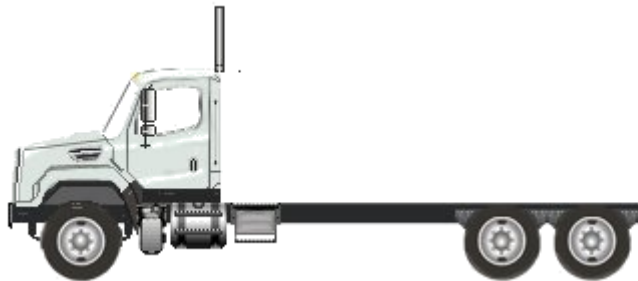
A proposal for
State of South Carolina

**GEORGETOWN COUNTY
STATE CONTRACT**

Prepared by
Excel Truck Group
Bill Fuller

Oct 01, 2019

Freightliner 114SD



Components shown may not reflect all spec'd options and are not to scale



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TABLE OF CONTENTS

SPECIFICATION PROPOSAL	3
DIMENSIONS	17
QUOTATION	19



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-16D	SD PRL-16D (EFF:04/25/17)		
Data Version			
DRL-019	SPECPRO21 DATA RELEASE VER 019		
Vehicle Configuration			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,476
004-220	2020 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK	480	-480
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs		
Truck Service			
AA3-010	ROLL OFF/ROLL ON BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		



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Data Code	Description	Weight Front	Weight Rear
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 15.0 in		
AF3-1V4	GODWIN MANUFACTURING COMPANY		
Engine			
101-22W	CUM L9 380 HP @ 1900 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-013	PTO MODE ENGINE RPM LIMIT - 1600 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		

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Data Code	Description	Weight Front	Weight Rear
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		



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Data Code	Description	Weight Front	Weight Rear
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCF STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-35	

Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED		
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		



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Data Code	Description	Weight Front	Weight Rear
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-157	CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-068	23,000# FLAT LEAF FRONT SUSPENSION	340	
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Data Code	Description	Weight Front	Weight Rear
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
62G-998	NO FRONT SUSPENSION OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		450
421-538	5.38 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	100	100
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-002	BUZZER AND BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
87B-005	BUZZER AND BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		20
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		750
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		

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Data Code	Description	Weight Front	Weight Rear
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		
Brake System			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK		
Trailer Connections			
296-026	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-662	6625MM (261 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	940	100
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	267	454
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 195.25 in		

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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 180.25 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 353.91		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 110.38 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 92.72 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 195.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER	20	
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
489-032	FACTORY INSTALLED BENDIX SMARTIRE TPMS WITH WHEEL RIM MOUNTED SENSORS & STANDARD GAUGE MOUNTED IN DASH ON J1939 500K.	6	6
Fuel Tanks			
206-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - RH	85	20
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH		
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-014	LH FUEL TANK MOUNTED FORWARD, RH FUEL TANK MOUNTED AFT		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	10	
216-020	EQUIFLO INBOARD FUEL SYSTEM		

Prepared for:
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Excel Truck Group
2790 Shop Road
COLUMBIA, SC 29209
Phone: 803-376-4455

Data Code	Description	Weight Front	Weight Rear
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
50T-998	NO FRONT HUB COVERS		
50W-001	BENDIX SMARTIRE TIRE PRESSURE MONITORING SYSTEM WHEEL/RIM MOUNTED SENSORS, TIRE MOUNTER INSTALLED	8	128
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		

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Data Code	Description	Weight Front	Weight Rear
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
469-998	NO WORK LIGHT		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-998	NO CAB MOUNTED STEPS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-007	GRAY/CHARCOAL WING DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		

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Data Code	Description	Weight Front	Weight Rear
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
67E-998	NO ENTRY/ACCESS/STEP WIRING		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS



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Data Code	Description	Weight Front	Weight Rear
721-001	97 DB BACKUP ALARM		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	5	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		

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Data Code	Description	Weight Front	Weight Rear
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-020 STANDARD BLACK BUMPER PAINT
963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Raw Performance Data

AE4-99D CALC'D FRAME LENGTH - OVERALL : 353.91
AE8-99D CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 180.25 in
AM6-99D CALC'D SPACE AVAILABLE FOR DECKPLATE : 195.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

Weight Front	Weight Rear	Total Weight
-----------------	----------------	-----------------



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Factory Weight ⁺	10297 lbs	8396 lbs	18693 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	10297 lbs	8396 lbs	18693 lbs

Dealer Installed Options

		Weight Front	Weight Rear
99999	RUDCO HOIST TO MEET BID REQUIREMENTS FROM AMICK EQUIPMENT	0	0
99998	BACK UP CAMERA INSTALLED AT LEE EQUIPMENT WITH 7" SCREEN AND SOUND. MEETS STATE CONTRACT	0	0
Total Dealer Installed Options		0 lbs	0 lbs

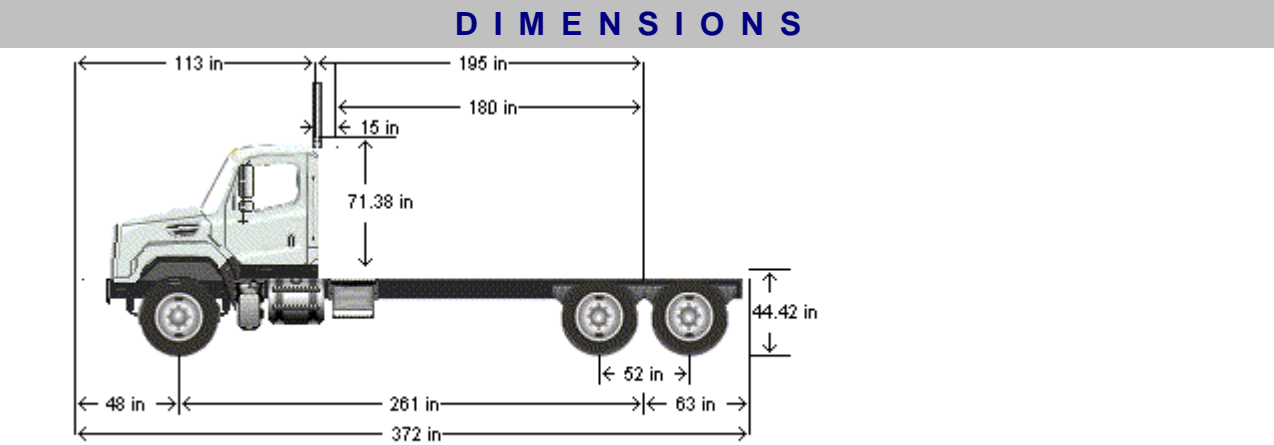
(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	6625MM (261 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	113.4
Bumper to Centerline of Front Axle (BA)	47.9
Min. Cab to Body Clearance (CB)	15.0
Back of Cab to Centerline of Rear Axle(s) (CA)	195.2
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	180.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	15.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	15.0
Back of Cab to End of Frame	258.2
Cab Height (CH)	71.4
Wheelbase (WB)	260.8
Frame Overhang (OH)	63.0
Overall Length (OAL)	371.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	44.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	23,000# FLAT LEAF FRONT SUSPENSION
CUM L9 380 HP @ 1900 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	6625MM (261 INCH) WHEELBASE
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
HENDRICKSON RT463 @46,000# REAR SUSPENSION	1600MM (63 INCH) REAR FRAME OVERHANG
MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$	102,701	\$	205,402
EXTENDED WARRANTY		\$	0	\$	0
DEALER INSTALLED OPTIONS		\$	48,098	\$	96,196
CUSTOMER PRICE BEFORE TAX		\$	150,799	\$	301,598

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(358)	\$	(716)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
---------------------------	----	-----	----	-----

BALANCE DUE	(LOCAL CURRENCY)	\$	150,441	\$	300,882
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COMMENTS:

PRICING GOOD FOR ORDER RECEIVED PRIOR TO 10-30-2019 ALONG WITH SUBJECT TO AVAILABILITY OF CHASSIS BEING PRODUCED THIS YEAR.

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.



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Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

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Georgetown County
Department of Public Services
Phone: (843) 545-3325

Memorandum

To: Nancy Silver

From: Ray C. Funnye

Date: October 4, 2019

Re: Recommendation for Procurement: #19-064 Freightliner 114SDSB Roll-Off
(Qty 2) for Environmental Services

Georgetown County is requesting replacement of two 2013 Freightliner Roll-Off trucks with two (2) 2020 Freightliner 114SD Roll-Off Trucks with Cable hoist from Excel Truck Group of Columbia, SC, for use in the Environmental Services Division. The cost of these vehicles is a fully budgeted expense.

Competitive bids were received on the Roll-Off Trucks from Triple-T Truck Center and Nu Life Environmental – Charlotte Truck Center. Multiple interior and exterior components on the trucks from Nu Life Environmental were not equivalent; further, the cable hoist and tarping components were from a new manufacturer that is non-standard for all other roll-off trucks in the Georgetown County fleet. The trucks offered by Triple-T Truck Center, while equivalent, were at a higher price. Excel Truck Group of Columbia, SC, met all required specifications at the lowest price.

Based on the aforementioned, I recommend the purchase of the two (2) 2020 Model year Freightliner 114SD with Cable hoist for \$300,882.00 from Excel Truck Group.

Item Number: 6.c
Meeting Date: 10/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #19-034, Task Order 01, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ

CURRENT STATUS:

In the October 8, 2019 regular session of County Council, award was made to Coastal Asphalt, LLC for Contract #19-034, for Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ. Individual task orders will be issued on an as needed basis.

POINTS TO CONSIDER:

Public Works is requesting Task Order 01 as attached for roadway repairs on Lanes Creek Dr.

The total cost as proposed is \$78,815.00.

The cost is over the \$50,000 County Administrator approval level and thus must be approved by County Council.

FINANCIAL IMPACT:

This task order will be fully funded in GL Account Number 420-901-50702.

OPTIONS:

- 1) Approve Task Order 01 under Contract #19-034 for \$78,815.00 to Coastal Asphalt as proposed.
- 2) Decline to approve the authorization.

STAFF RECOMMENDATIONS:

The Director of Public Services and the Public Works department recommend approval of the attached task order 1 as indicated by their signatures on the attached task order form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Task Order 1 with Coastal Asphalt Proposal Attached	Cover Memo



Georgetown County, South Carolina
Execution of Contract Change or Adjustment

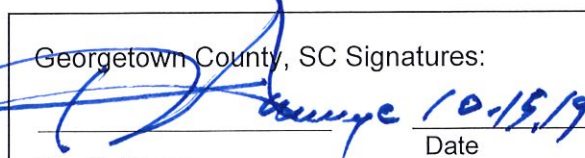
Type of Change: ☒ Change Order ☐ Contract Amendment ☐ Task Order ☐ Other:

Contract #	Sequence #	Amendment #
19-034	1	
Project #	GL Account	Purchase Order
IDIQ - 19-034 - Lanes Creek Dr Repair	420-901-50702	CTC - P039325
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$0.00	\$78,815.00	\$78,815.00

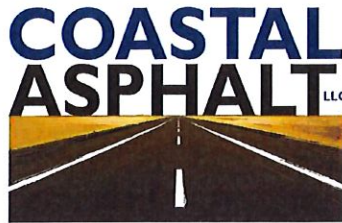
Administration Use ONLY		
	Signature	Date
Budget Verified:		
Change Originator:	Kevin Stimpson	10/15/19

Consultant Name:	Coastal Asphalt																																			
Contract Title:	Non-Engineered Road Repair, Resurfacing, Sealing and Marking, IDIQ- 19-034																																			
Task Order Name:	Roadway Repair on Lanes Creek Dr																																			
Scope of Work:	<table border="1"> <thead> <tr> <th>Description</th> <th>QTY</th> <th>Unit</th> <th>Rate</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Mobilization</td> <td>1</td> <td>LS</td> <td>10,000.00</td> <td>10,000.00</td> </tr> <tr> <td>Traffic Control</td> <td>5</td> <td>Days</td> <td>750.00</td> <td>3,750.00</td> </tr> <tr> <td>8" FLBC Patch</td> <td>1,540</td> <td>SY</td> <td>28.00</td> <td>43,120.00</td> </tr> <tr> <td colspan="5">(remove 9.5" of existing unsuitable material, haul off-site and replace with 8" of FLBC)</td> </tr> <tr> <td>Fine Grade Stone Base</td> <td>1,540</td> <td>SY</td> <td>2.50</td> <td>3,850.00</td> </tr> <tr> <td>Place and compact 1.5" Hot Mix Asphalt Surface Course on Base</td> <td>1,540</td> <td>SY</td> <td>11.75</td> <td>18,095.00</td> </tr> </tbody> </table>	Description	QTY	Unit	Rate	Total	Mobilization	1	LS	10,000.00	10,000.00	Traffic Control	5	Days	750.00	3,750.00	8" FLBC Patch	1,540	SY	28.00	43,120.00	(remove 9.5" of existing unsuitable material, haul off-site and replace with 8" of FLBC)					Fine Grade Stone Base	1,540	SY	2.50	3,850.00	Place and compact 1.5" Hot Mix Asphalt Surface Course on Base	1,540	SY	11.75	18,095.00
Description	QTY	Unit	Rate	Total																																
Mobilization	1	LS	10,000.00	10,000.00																																
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Place and compact 1.5" Hot Mix Asphalt Surface Course on Base	1,540	SY	11.75	18,095.00																																
List Authorized Sub-Consultants:	N/A																																			
Deliverables:	As specified in Coastal Asphalt Estimate # 7255 , as attached																																			
Justification for Change:	SCDOT directive to repair the roadway to meet the requirements in Encroachment Permit																																			
Start Date: NTP	Completion Date: 60 Days from NTP																																			

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

<p>Georgetown County, SC Signatures:</p> <p> 10-15-19</p> <p>Ray C. Funnye Public Services Director</p> <p>_____ John Thomas, Chairman County Council</p> <p>_____ Date</p>	<p>_____ (Signature)</p> <p>_____ Date</p> <p>NOTES:</p> <p>1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.</p> <p>2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format must</p>
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Coastal Asphalt LLC
2142 Winburn Street
Conway SC 29527



Estimate

Phone: 843-397-7325
Fax: 843-397-1888

Date	Estimate #
10/14/2019	7255

Name / Address	Project Name
Georgetown County Department of Public Services 2236 Browns Ferry Road Georgetown, SC 29440	Lanes Creek Dr Patching

COASTAL ASPHALT, LLC, subject to Terms and Conditions attached hereto and hereinafter stated, proposes to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at the above stated location or address. Bond is not included.

Item No.	Description	Qty	Unit	Rate	Total
10	Mobilization	1	LS	10,000.00	10,000.00
20	Traffic Control	5	Days	750.00	3,750.00
30	8.0" FLBC Patch - (remove 9.5" of existing unsuitable material, haul off site, and replace with 8.0" of FLBC)	1,540	SY	28.00	43,120.00
40	Fine Grade Stone Base	1,540	SY	2.50	3,850.00
50	Place and compact 1.5" of HMA surface course on base	1,540	SY	11.75	18,095.00

This proposal is based on ONE mobilization.
Not responsible for drainage on areas with < 1.5% fall.

Total

\$78,815.00

Payment in full, less retainage, for all work performed hereunder shall be due upon completion. It is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by COASTAL ASPHALT, LLC, as determined by field measurements upon completion. This proposal expires 30 days from hereof, but may be accepted at a later date at the sole option of COASTAL ASPHALT, LLC.

ACCEPTANCE OF THE PROPOSAL: The Prices, Terms and Conditions attached hereto and hereinbefore stated or attached are accepted, COASTAL ASPHALT, LLC is authorized to do the work as specified and payment will be made as set out herein.

DATE OF ACCEPTANCE: _____

ACCEPTED BY: _____

Item Number: 6.d
Meeting Date: 10/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Acceptance of FAA AIP 3-45-0025-021-2019 Grant Offer for:

- Acquire Easements for Runway 5/23 Approaches (8 Parcels)

CURRENT STATUS:

The Federal Aviation Administration (FAA) has awarded Grant AIP 3-45-0025-021-2019, which is pending acceptance by the County.

POINTS TO CONSIDER:

- 1) This FAA grant will provide funding for easement acquisitions for 8 parcels required for Runway 5/23 approaches at Georgetown County Airport.
- 2) If the FAA grant is accepted, the County will also be eligible for and would anticipate funding on a matching basis from the South Carolina Aeronautics Commission (SCAD).
- 3) The maximum funding offered by the FAA Grant is \$173,538.00, which is 90% of the projected project costs (\$192,820.00). The SCAC grant would provide up to \$9,641.00, or 5% of the project costs, and the County must provide the remaining \$9,641.00, also equal to 5% of the project costs.

FINANCIAL IMPACT:

Funding from the FAA Grant AIP 3-45-0025-021-2019 will total \$173,538.00. The County's matching share will be \$9,641.00. It is also understood that SCAC will provide an equal matching share of \$9,641.00.

OPTIONS:

- 1) Accept the FAA Grant AIP 3-45-0025-021-2019 and authorize County funding in the amount of \$9,641.00 for this project. The County funds will need to be appropriated from fund balance of the General Fund at a later date, or;
- 2) Decline the FAA Grant AIP 3-45-0025-021-2019 offer.

STAFF RECOMMENDATIONS:

Staff recommends Council accepts the FAA Grant AIP 3-45-0025-021-2019 in the amount of \$173,538.00, and authorize \$9,641.00 of County funds for the project (to be appropriated from fund balance of the General Fund at a later date).

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

- ▢ AIP #3-45-0025-021-2019 Grant Offer
- ▢ AIP Grant Offer Assurances Document

Backup Material

Backup Material



U.S. Department
of Transportation
Federal Aviation
Administration

Sponsor-Keep

GRANT AGREEMENT

PART I – OFFER

Date of Offer September 20, 2019

Airport/Planning Area Georgetown County

AIP Grant Number 3-45-0025-021-2019

DUNS Number 045746591

TO: County of Georgetown
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 30, 2019, for a grant of Federal funds for a project at or associated with the Georgetown County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Georgetown County Airport (herein called the "Project") consisting of the following:

Acquire Easement For Runway 5/23 Approaches (8 Parcels)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$173,538**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$173,538 for avigation easement acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 25, 2019**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 02/07/2005, filed with AIP Project 3-45-0025-016-2002, is incorporated herein by reference.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

25. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
26. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
27. **Land Acquisition.** The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

ACKNOWLEDGEMENTSTATE OF GeorgiaCOUNTY OF Coweta

On Sept 20, 2019, before me, a Notary Public, personally appeared Larry Clark, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Larry Clark executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Stacy Burgess
Signature of Notary

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Larry F. Clark
(Signature)

Larry F. Clark
(Typed Name)

Manager, Atlanta Airports District Office
(Title of FAA Official)

Stacy Burgess
NOTARY PUBLIC
Coweta County, GEORGIA
My Commission Expires 02/07/2023

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 23rd day of September, 2019.

<p>ACKNOWLEDGEMENT</p> <p>STATE OF <u>South Carolina</u></p> <p>COUNTY OF <u>Georgetown</u></p> <p>On <u>9/23/2019</u>, before me, a Notary Public, personally appeared <u>Sel Hemingway</u>, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that <u>Sel Hemingway</u> executed the foregoing instrument in their authorized capacity by their signature on the instrument.</p> <p><i>Olivia N. Lewis</i> Signature of Notary</p>

County of Georgetown
(Name of Sponsor)

By: *[Signature]*
(Signature of Sponsor's Authorized Official)

Sel Hemingway
(Typed Name of Sponsor's Authorized Official)

Georgetown County Administrator
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Wesley Bryant, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of SC. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Georgetown (location) this 23rd day of September, 2019

<p>ACKNOWLEDGEMENT</p> <p>STATE OF <u>South Carolina</u></p> <p>COUNTY OF <u>Georgetown</u></p> <p>On <u>9/23/2019</u>, before me, a Notary Public, personally appeared <u>Wesley Bryant</u>, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that <u>Wesley Bryant</u> executed the foregoing instrument in their authorized capacity by their signature on the instrument.</p> <p><i>Olivia N. Lewis</i> Signature of Notary</p>

By: *[Signature]*
(Signature of Sponsor's Attorney)

12/22/2025



¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	part Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Item Number: 6.e
Meeting Date: 10/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 19-22 - AN ORDINANCE TO AMEND ORDINANCE 2007-06, "GEORGETOWN COUNTY ANIMAL CONTROL ORDINANCE", REGARDING THE STERILIZATION OF ANIMALS BEFORE RELEASE.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

There has been a recent increase in capture of privately owned dogs by the City of Georgetown and Georgetown County animal control officers. It is currently the policy of the local animal shelter, in accordance with Section 4-27(c) of Ordinance 2007-06, to spay or neuter all animals before being released, with the waiver of this requirement being at the discretion of the animal shelter.

Owners of privately owned animals that have been captured have presented opposition to Section 4-27(c) citing concerns over plans for breeding and other intentions for their animals.

SC Code of Laws, Section 47-3-480(B) expressly preempts the sterilization of privately owned animals in possession by an animal shelter. By adoption of Ordinance No. 19-22, Georgetown County Council will clarify its Animal Control Ordinance to mirror that of Section 47-3-480(B) to prohibit sterilization of privately owned animals held for any reasons in an animal shelter.

OPTIONS:

1. Adoption of Ordinance No. 19-22.
2. Decline adoption of Ordinance No. 19-22.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 19-22.

ATTACHMENTS:

Description	Type
Ordinance No. 19-22 Amendment to Animal Control Ordinance	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 19-22

AN ORDINANCE TO AMEND ORDINANCE 2007-06, "GEORGETOWN COUNTY ANIMAL CONTROL ORDINANCE", REGARDING THE STERILIZATION OF ANIMALS BEFORE RELEASE

WHEREAS, there has been a recent increase in capture of privately owned dogs by the City of Georgetown and Georgetown County animal control officers; and

WHEREAS, it is currently the policy of the local animal shelter, in accordance with Section 4-27(c) of Ordinance 2007-06, to spay or neuter all animals before being released with the waiver of this requirement being at the discretion of the animal shelter; and

WHEREAS, owners of privately owned animals that have been captured have presented opposition to Section 4-27(c) citing concerns over plans for breeding and other intentions for their animals; and

WHEREAS, SC Code of Laws, Section 47-3-480(B) expressly preempts the sterilization of privately owned animals in possession by an animal shelter; and

WHEREAS, Georgetown County Council, by action rendered herein, clarifies its Animal Control Ordinance to mirror that of Section 47-3-480(B) thereby prohibiting sterilization of privately owned animals held for any reasons in an animal shelter.

NOW, THEREFORE, be it ordained by Georgetown County Council that Section 4-27(c) of Ordinance 2007-06 be amended to state:

4-27(c) Fees. All fees associated with animal redemption, boarding, and adoption of impounded animals shall be set by the animal shelter. All animals received by the animal shelter **that are not privately owned** shall be spayed or neutered before being released. The animal shelter may waive such requirement at their discretion. **The requirement to spay or neuter shall not apply to a privately owned animal which the animal shelter, agency, society, or refuge may have in its possession for any reason if the owner of the animal claims or presents evidence that the animal is his property.**

1. This Ordinance shall take effect immediately upon adoption.
2. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.
4. This Ordinance shall become effective upon its adoption.

Adopted at the regular meeting of Georgetown County Council on _____.

ATTEST:

SIGNED:

Theresa E. Floyd, Clerk to Council

John Thomas, Chairman

REVIEWED BY: _____

Wesley P. Bryant, County Attorney

First Reading:

Second Reading:

Third Reading:

Item Number: 7.a
Meeting Date: 10/22/2019
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-20 - An Ordinance to authorize Georgetown County to lease a portion of a tract of property owned by Georgetown County, designated as Tax Map No. 04-0406-001-01-00, to JB's Celebration Park Inc. for the purposes of constructing a Celebration Park for general public access.

CURRENT STATUS:

Pending approval.

POINTS TO CONSIDER:

Georgetown County owns certain real estate on Wildcat Way in Pawleys Island, SC in Tax District No. 04 of Georgetown County identified as Tax Map No. 04-0406-001-01-00. JB's Celebration Park Inc. is desirous of leasing a portion of Tract 2 of said property for the purpose of constructing a Celebration Park for the general public to access utilize and enjoy for various public events and leisure.

Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County that the County enter into a lease agreement with the Lessee for a thirty (30) year rental period.

OPTIONS:

1. Adoption of Ordinance No. 19-20.
2. Deny approval of Ordinance No. 19-20.

STAFF RECOMMENDATIONS:

Recommendations regarding the adoption of Ordinance No. 19-20 provided under separate report.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 19-20 JB's Celebration Park 3rd Reading	Ordinance
▣ JB's Celebration Park Lease Amended Executed	Backup Material
▣ JB'S Celebration Lease - REDLINE	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-20

**AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE TO JB's CELEBRATION PARK INC.
A PORTION OF A TRACT OF PROPERTY, DESIGNATED AS TRACT 2 OF TMS NO. 04-0406-001-01-00,
AND OWNED BY GEORGETOWN COUNTY**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No. 04 of Georgetown County; whereon is situate a tract of property further identified as Tax Map No. 04-0406-001-01-00; and,

WHEREAS, the JB's Celebration Park Inc. is desirous of leasing a portion of Tract 2 of said property for the purpose of constructing a Celebration Park for the general public to access utilize and enjoy for various public events and leisure; and,

WHEREAS, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County that the County enter into a lease agreement with the Lessee for a thirty (30) year rental period, ending on December 31, 2049.

WHEREAS, a public hearing on said lease agreement was held October 22, 2019.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

That the following described property referred to in the Lease Agreement attached to this Ordinance as Exhibit A shall be leased unto the Georgetown County Water and Sewer District.

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

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

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

DONE, RATIFIED, AND ADOPTED THIS 22nd DAY OF OCTOBER, 2019.

Chairman, Georgetown County Council (Seal)

ATTEST:

Clerk to Council

This Ordinance, No. 19-20, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant,
Georgetown County Attorney

First Reading: August 27, 2019

Second Reading: September 10, 2019

Third Reading: October 22, 2019

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE and AGREEMENT
(Portion of TMS No: 04-0406-001-01-00)

WHEREAS, JBs Celebration Park Inc. (JBs), a South Carolina corporation is desirous of leasing a portion of TMS No: 04-0406-001-01-00 for the construction of a Celebration Park for the general public to access, utilize, and enjoy for various public events and leisure; and

WHEREAS, Georgetown County believes the Celebration Park and its proposed design/venue will benefit the recreational interests of the citizenry of Georgetown County; and

WHEREAS, JBs has a strong desire to move forward the design and construction of the park for which it will provide its funding; and

WHEREAS, the County, pursuant to the terms of this agreement will provide support in the form of a long term real property lease and grounds maintenance and upkeep for the park once it is finally completed.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Lessor and Lessee do mutually agree as follows:

THIS PROPERTY LEASE AGREEMENT ("Agreement" or "Lease") made and entered into this __ day of _____, 2019, by and between the **JBs CELEBRATION PARK INC.** (hereinafter referred to as Lessee) AND **GEORGETOWN COUNTY**, a body politic and corporate and organized under the laws of the State of South Carolina, (hereinafter referred to as Lessor).

1. Leased Property. The Lessor, in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property located west of and adjacent to Wildcat Way, Pawleys Island, South Carolina known as a portion of Tract 2 TMS No: 04-0406-001-01-00 (hereinafter referred to as the Property) more fully depicted in Plat Slide 632, Page 1 and Plat Side 742, Page 4. Upon the final design of the park it is understood this Lease will be supplemented with a more definite depiction of the park.

TO HAVE AND TO HOLD unto Lessee for the time and upon the terms as hereinafter set forth.

2. Representations of Lessor. The Lessor represents that it leases the Property in an AS IS condition and that the title to the Property is free from encumbrances. Lessor further represents that it has the right and authority to make this Agreement.

3. Term. The Term of this Agreement shall be for 30 years until December 31, 2049.

4. Renewal Term. There shall be the option of a renewal term to be agreed upon in another writing utilizing terms to be negotiated at that time.

5. Early Termination. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's activities become prohibited, is rendered practically

unfunded and/or unprofitable, the property is no longer needed or the Lessee acquires fee simple title to the property.

Lessor shall have the right to terminate this Agreement at any time during the term hereof if it is determined by either party the subject park has been damaged beyond repair due to acts of God.

Nothing herein precludes the parties from mutually terminating this agreement early by an agreed upon written amendment to this document. If the Leased Property is subject to a Condemnation action by an entity other than the Lessor, or if a portion is condemned, then, if the Lessee so desires, the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

Lessor shall have the right to terminate this Agreement upon written notice if at the end of eighteen (18) months after the execution date of this Agreement the Lessor reasonably determines after appropriate inquiry and investigation that the Lessee has not commenced construction of the park improvements and is not actively and continuously pursuing such park improvements to completion, provided that the Lessee will be given additional time to commence construction after 18 months as reasonably agreed to by the parties in the event of delays caused by acts of God or other force majeure. Further, the park shall be completed within thirty six (36) months from the date that construction of the park improvements is commenced. The "completion" of the park is to be determined by the existence of a walking trail, green space and signage.

6. End of Term. Upon expiration of the Initial Term, Renewal Term, or other termination of this Agreement, Lessee shall quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date. Any fixed improvements shall remain on the property and be transferred to the Lessor by bill of sale.

7. Holdover Occupancy. Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties, amending the terms of this agreement.

8. Rent and Lease Payments. Commencing on the date as written above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be One Dollar a year.** Said rent shall be prorated for the initial month and/or any partial months due to early termination, if needed. Rent shall not be subject to deduction. FURTHER, the Lessee shall be responsible for turning over the property at the end of the Term in accordance with Section 6.

9. Security Deposit. A security deposit shall not be required for this agreement.

10. Fees and Taxes. Lessee's obligation under this paragraph shall include, without limitation, payments of any and all charges, taxes or fees imposed by Federal, State or Local governments, or any agencies thereof, on, in connection or resulting from or arising out of Lessee's use of occupancy of the Leased Property. Lessor shall timely pay all uniform fees and taxes, to include the Georgetown County Storm Water Fee if applicable, which may be assessed

upon the Leased Property by all governing bodies with jurisdiction. The Lessee shall be responsible for and shall timely pay any and all personal property taxes which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting any and all associated construction, maintenance, and use activities due to the establishment of a Celebration Park.

If necessary, Lessee shall be allowed to install reasonable exterior signs and graphic materials on the Leased Property and for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the County of Georgetown.

12. Covenant of Quiet Enjoyment. The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

13. Maintenance. Lessor, upon final completion of the construction of the park (to be evidenced in writing by JBs and delivered to the County) shall be responsible for all grounds maintenance and upkeep of the premises.

14. Repairs. Repairs that are needed due to any occurrence regardless of the cause or area needing repair shall be the responsibility of the Lessor during the term of this Lease Agreement.

15. Sublease/Assignment. Lessee agrees not to assign any interest of Lessee hereunder or sublet, license or permit any other party or parties to occupy any portion of the property without the express, written consent of the Lessor.

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of maintenance, repair, inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters and any other emergencies. Lessee also expressly recognizes the property is owned by the public and held in trust by the County so entry must be made available to the general public; no individual person, group, or company is to solely utilize the premises to the exclusion of others.

18. Compliance with Governmental Orders, Regulations, Etc. The Lessee covenants and agrees to comply with all governmental rules, laws and ordinances during the term of its lease. Any failure to do so by the Lessee will result in a breach of this Agreement.

19. Insurance. Lessee agrees to maintain, at its own expense, general liability insurance policy or policies. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina. Lessee agrees to maintain a policy with at least \$300,000.00 in coverage for a single individual, \$600,000.00 per occurrence. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. Lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain

insurance coverage as stated above shall constitute a breach of this agreement. However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance, in whatever form, during the term of this Lease Agreement.

Lessor shall maintain general liability insurance over the premises for which it keeps ownership during the term of this agreement.

20. Casualty. In the event the Leased Property or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the leased property is not rendered untenable by such damage.

21. Alterations and Improvements. The Lessee shall be allowed to make any major alterations to the Leased Property so long as it comports with the public nature of the project. The Lessee agrees to meet with County representatives for a design review prior to the commencement of construction. Lessee shall indemnify and hold harmless the Lessor against any mechanic's liens or materialmen's liens, lawsuits, or any other lien or action whereby money is being claimed as owed, arising out of the making of any alteration or improvements by Lessee to the Leased Property as herein provided.

22. Utilities. The Lessee shall be responsible for any and all utility charges for connections during its construction under the terms of this lease. The Lessor shall be responsible for service charges throughout the term of this agreement.

23. Default. If Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Tenant's creditors, or if (in any proceeding based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee of the leased property, or if any proceeding shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of the law of if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, or if there shall be a default in the payment of the rental reserved hereunder, or any part thereof for more than thirty (30) days after written notice of such default by the Lessor, or if there shall be a default in the performance of any other payment, covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days after written notice of such default by the Lessor, or if the Lessee losses or dissolves its non-profit corporation status regardless of the circumstances surrounding the dissolution, then Lessor may, at Lessor's sole option, terminate this Agreement.

24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT. LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, MEMBERS, AGENTS OR INVITEES DURING THE TERM (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER CAUSED BY NEGLIGENCE

OR GROSS NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

THE LESSOR SHALL NOT HOLD THE LESSEE RESPONSIBLE FOR ANY LIABILITIES THAT ARISE AS A RESULT OF THE LESSOR'S FAILURE TO COMPLY WITH THE AGREEMENT HEREIN OR ANY OTHER LIABILITY THAT MAY OCCUR PURSUANT TO A DIRECT ACT OR OMISSION OF THE LESSOR, WHETHER IN CONTRACT OR TORT. THE LESSEE COVENANTS AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

25. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this agreement shall be resolved through the 15th Judicial Circuit Court of South Carolina in Georgetown County only after non-binding mediation is held by a neutral mediator agreed to by both parties. **This agreement is not subject to arbitration.**

26. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

27. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to other rights and remedies available to either party in law or equity.

28. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessee: Sel Hemingway, Administrator
Georgetown County
PO Drawer 421270
Georgetown, SC 29442

If to Lessor: JB's Celebration Park, Inc.
1266 Parker Drive
Pawleys Island, SC 29585

With a copy to: Wesley P. Bryant, Esq.
Georgetown County Attorney
716 Prince Street
Georgetown, SC 29440

29. Waiver. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

30. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of its successors or legal representatives of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

31. Severability. If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

32. Gender and Singular. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

33. Captions. The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

34. Written Changes. This Agreement may not be changed orally, but only by agreement in writing and signed by both parties.

35. Acknowledged. It is acknowledged by both parties that Georgetown County has not appropriated funding for the construction of this park and is not liable for construction costs. It is further acknowledged by both parties that if the park were to be destroyed or severely damaged due to an Act of God that Georgetown County may not have appropriations at that time to reconstruct the park and the parties will meet to determine any subsequent action related thereto.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

WITNESSES

LESSOR: GEORGETOWN COUNTY

BY: _____

ITS: County Administrator

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that Sel Hemingway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

Christine Skinner
Brad Hawley

LESSEE: JBS CELEBRATION PARK, INC.

BY:

John G. Bink

ITS:

president

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, Hector Goveia Alonzo do hereby certify that Carolina Bink personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18 day of October, 2019.

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: Nov 22, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE and AGREEMENT
(Portion of TMS No: 04-0406-001-01-00)

WHEREAS, JB's Celebration Park Inc. (JBs), a South Carolina corporation is desirous of leasing a portion of TMS No: 04-0406-001-01-00 for the construction of a Celebration Park for the general public to access, utilize, and enjoy for various public events and leisure; and

WHEREAS, Georgetown County believes the Celebration Park and its proposed design/venue will benefit the recreational interests of the citizenry of Georgetown County; and

WHEREAS, JB's has a strong desire to move forward the design and construction of the park for which it will provide its funding; and

WHEREAS, the County, pursuant to the terms of this agreement will provide support in the form of a long term real property lease and grounds maintenance and upkeep for the park once it is finally completed.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Lessor and Lessee do mutually agree as follows:

THIS PROPERTY LEASE AGREEMENT ("Agreement" or "Lease") made and entered into this ____ day of _____, 2019, by and between the **JBs CELEBRATION PARK INC.** (hereinafter referred to as Lessee) AND **GEORGETOWN COUNTY**, a body politic and corporate and organized under the laws of the State of South Carolina, (hereinafter referred to as Lessor).

1. Leased Property. The Lessor, in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property located west of and adjacent to Wildcat Way, Pawleys Island, South Carolina known as a portion of Tract 2 TMS No: 04-0406-001-01-00 (hereinafter referred to as the Property) more fully depicted in Plat Slide 632, Page 1 and Plat Side 742, Page 4. Upon the final design of the park it is understood this Lease will be supplemented with a more definite depiction of the park.

TO HAVE AND TO HOLD unto Lessee for the time and upon the terms as hereinafter set forth.

2. Representations of Lessor. The Lessor represents that it leases the Property in an AS IS condition and that the title to the Property is free from encumbrances. Lessor further represents that it has the right and authority to make this Agreement.

3. Term. The Term of this Agreement shall be for 30 years until December 31, 2049.

4. Renewal Term. There shall be the option of a renewal term to be agreed upon in another writing utilizing terms to be negotiated at that time.

5. Early Termination. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's activities become prohibited, is rendered practically unfunded and/or unprofitable, the property is no longer needed or the Lessee acquires fee simple title to the property.

Lessor shall have the right to terminate this Agreement at any time during the term hereof if it is determined by either party the subject park has been damaged beyond repair due to acts of God.

Nothing herein precludes the parties from mutually terminating this agreement early by an agreed upon written amendment to this document. If the Leased Property is subject to a Condemnation action by an entity other than the Lessor, or if a portion is condemned, then, if the Lessee so desires, the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

Lessor shall have the right to terminate this Agreement upon written notice if at the end of eighteen (18) months, ~~in the Lessor's opinion,~~ after the execution date of this Agreement the Lessor reasonably determines after appropriate inquiry and investigation that the Lessee has not ~~broken ground and performing continuous~~ commenced construction of the park improvements and is not actively and continuously prosecuting such park improvements to completion, provided that the Lessee will be given additional time to commence construction after 18 months as reasonably agreed to by the parties in the event of delays caused by acts of God or other force majeure. Further, the park shall be ~~finally~~ completed within thirty six (36) months from the ~~execution date of this agreement,~~ that construction of the park improvements is commenced. The "completion" of the park is to be determined by the ~~Lessor's observation and opinion~~ existence of a walking trail, green space and signage.

6. End of Term. Upon expiration of the Initial Term, Renewal Term, or other termination of this Agreement, Lessee shall quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date. Any fixed improvements shall remain on the property and be transferred to the Lessor by bill of sale.

7. Holdover Occupancy. Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties, amending the terms of this agreement.

8. Rent and Lease Payments. Commencing on the date as written above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be One Dollar a year.** Said rent shall be prorated for the initial month and/or any partial months due to early termination, if needed. Rent shall not be subject to deduction. FURTHER, the Lessee shall be responsible for ~~any and all repairs, maintenance, and upkeep, regardless of cause, for restoring~~ turning over the property ~~to the same state of condition it is in at the commencement of this lease agreement~~ at the end of the Term in accordance with Section 6.

9. Security Deposit. A security deposit shall not be required for this agreement.

10. Fees and Taxes. Lessee's obligation under this paragraph shall include, without limitation, payments of any and all charges, taxes or fees imposed by Federal, State or Local governments, or any agencies thereof, on, in connection or resulting from or arising out of Lessee's use of occupancy of the Leased Property. Lessor shall timely pay all uniform fees and taxes, to include the Georgetown County Storm Water Fee if applicable, which may be assessed upon the Leased Property by all governing bodies with jurisdiction. The Lessee shall be responsible for and shall timely pay any and all personal property taxes which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting any and all associated construction, maintenance, and use activities due to the establishment of a Celebration Park.

If necessary, Lessee shall be allowed to install reasonable exterior signs and graphic materials on the Leased Property and for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the County of Georgetown.

12. Covenant of Quite Enjoyment. The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

13. Maintenance. Lessor, upon final completion of the construction of the park (to be evidenced in writing by JB's and delivered to the County) shall be responsible for all grounds maintenance and upkeep of the premises.

14. Repairs. Repairs that are needed due to any occurrence regardless of the cause or area needing repair shall be the responsibility of the Lessor during the term of this Lease Agreement.

15. Sublease/Assignment. Lessee agrees not to assign any interest of Lessee hereunder or sublet, license or permit any other party or parties to occupy any portion of the property without the express, written consent of the Lessor.

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of maintenance, repair, inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters and any other emergencies. Lessee also expressly recognizes the property is owned by the public and held in trust by the County so entry must be made available to the general public; no individual person, group, or company is to solely utilize the premises to the exclusion of others.

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19. Insurance. Lessee agrees to maintain, at its own expense, general liability insurance policy or policies. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina. Lessee agrees to maintain a policy with at least \$300,000.00 in coverage for a single individual, \$600,000.00 per occurrence. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. Lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain insurance coverage as stated above shall constitute a breach of this agreement. However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance, in whatever form, during the term of this Lease Agreement.

Lessor shall maintain general liability insurance over the premises for which it keeps ownership during the term of this agreement.

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22. Utilities. The Lessee shall be responsible for any and all utility charges for connections during its construction under the terms of this lease. The Lessor shall be responsible for service charges throughout the term of this agreement.

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24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT. LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN

CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, MEMBERS, AGENTS OR INVITEES DURING THE TERM (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

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28. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessee: Sel Hemingway, Administrator
Georgetown County
PO Drawer 421270
Georgetown, SC 29442

If to Lessor: JB's Celebration Park, Inc.
1266 Parker Drive
Pawleys Island, SC 29585

With a copy to: Wesley P. Bryant, Esq.
Georgetown County Attorney
716 Prince Street

Georgetown, SC 29440

29. Waiver. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

30. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of its successors or legal representatives of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

31. Severability. If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

32. Gender and Singular. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

33. Captions. The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

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35. Acknowledged. It is acknowledged by both parties that Georgetown County has not appropriated funding for the construction of this park and is not liable for construction costs. It is further acknowledged by both parties that if the park were to be destroyed or severely damaged due to an Act of God that Georgetown County may not have appropriations at that time to reconstruct the park and the parties will meet to determine any subsequent action related thereto.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

WITNESSES

LESSOR: GEORGETOWN COUNTY

BY: _____

ITS: County Administrator

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that Sel Hemingway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

LESSEE: JB's CELEBRATION PARK, INC.

BY: _____

ITS: _____

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

Summary report: Litera® Change-Pro for Word 10.5.0.0 Document comparison done on 10/15/2019 4:01:46 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4847-9430-2877/2/19-07-16 Lease and Agreement JBs Celebration Park Wildcat Way.docx	
Modified DMS: nd://4847-9430-2877/4/19-07-16 Lease and Agreement JBs Celebration Park Wildcat Way.docx	
Changes:	
Add	7
Delete	8
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	15

Item Number: 7.b
Meeting Date: 10/22/2019
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 19-23 - AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council form of government and the County Council constitutes the governing body of the County.

Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the state may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code ("Title 11, Chapter 27") provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held, and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

The assessed value of all the taxable property in the County for the 2018 tax year, the last completed assessment thereof, is \$582,991,687. Eight percent of such sum is \$46,639,334. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$22,200,000. Thus, the County may incur not exceeding \$24,439,334 of additional general obligation debt within its applicable debt

limitation.

County Council has determined it is in the best interest of the County to provide for the issuance and sale of not exceeding \$10,000,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) funding capital improvements projects; (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful corporate and public purposes as the County Council shall determine.

OPTIONS:

1. Adoption of Ordinance No. 19-23.
2. Decline adoption of Ordinance No. 19-23.

STAFF RECOMMENDATIONS:

Recommendation regarding the adoption of Ordinance No. 19-23 provided under separate report.

ATTACHMENTS:

Description	Type
▫ Ordinance No. 19-23 Issuance and Sale of General Obligation Bonds	Ordinance

ORDINANCE NO. 2019-23

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF GEORGETOWN COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Georgetown County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), the County operates under the Council form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the state may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code ("Title 11, Chapter 27") provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County for the 2018 tax year, the last completed assessment thereof, is \$582,991,687. Eight percent of such sum is \$46,639,334. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$22,200,000. Thus, the County may incur not exceeding \$24,439,334 of additional general obligation debt within its applicable debt limitation.

(j) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$10,000,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) funding capital improvements (the "Projects"); (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful corporate and public purposes as the County Council shall determine.

(k) Pursuant to an Ordinance adopted by the County Council on March 26, 2013, the County has adopted Written Procedures related to Tax-Exempt Debt.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$10,000,000 principal amount of general obligation bonds of the County to be designated “\$10,000,000 (or such lesser amount issued) General Obligation Bonds, Series 2019 (or such other appropriate series designation) of Georgetown County, South Carolina” (the “Bonds”) for the purpose stated in Section 1(j) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. Without further authorization, the County Council hereby delegates to the Administrator the authority to determine (a) the par amount of the Bonds; (b) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Bonds; (d) redemption provisions, if any, for the Bonds; and (e) the time and date of sale of the Bonds. The County Council further delegates to the Administrator the authority to receive bids on behalf of County Council and the authority to award the Bonds to the lowest bidder therefor. After the sale of the Bonds, the Administrator shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on

such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may not be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied

annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the S.C. Code, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Declaration of Intent to Reimburse Certain Expenditures. This Resolution shall constitute the County's declaration of official intent pursuant to Regulation §1.150-2 of the Internal Revenue Code of 1986 as amended (the "IRC") to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the "Expenditures") with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to the Projects will be the County's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 14. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Initial Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Initial Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Initial Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Initial Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Initial Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of

the Initial Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Initial Bonds in fully-registered form, in substantially the form set forth in Exhibit to this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”). The Administrator is further authorized to ensure the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver at closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 20. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit E, having been published in the *Georgetown Times*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 21. Federal Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains Burr & Forman LLP (Burr Forman McNair), as Bond Counsel, and Compass Municipal Advisors, LLC, as Financial Advisor in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

Enacted this ____ day of _____, 2019.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

Date of First Reading:

Publication of Notice of
Public Hearing:

Date of Second Reading:

Date of Public Hearing:

Date of Third Reading:

APPROVED AS TO FORM:

County Attorney

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF GEORGETOWN
 GENERAL OBLIGATION BONDS, SERIES 2019

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Georgetown County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed or wire transferred to the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft or wire transfer as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution of the State of South Carolina, 1895, as amended and laws of the State of South Carolina (the "State"), including Article X of the Constitution; Title 4, Chapter 15, of the Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. 2019-____ duly enacted by the County Council on _____, 2019.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, GEORGETOWN COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Georgetown County, South Carolina.

as Registrar

By: _____
Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program (“STAMP”) or similar
program.

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

Copies of the final approving opinions to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Georgetown County, South Carolina.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Georgetown County, South Carolina (the "County"), on _____, 2019, enacted Ordinance No. 2019-_____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO." (the "Ordinance"). The Ordinance authorizes the issuance and sale of not exceeding \$10,000,000 General Obligation Bonds, Series 2019 (the "Bonds") of the County. The proceeds of the Bonds will be used: (i) to fund capital improvements; (ii) to pay costs of issuance of the Bonds; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Georgetown County.

CHAIR, COUNTY COUNCIL OF GEORGETOWN
COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2019
OF GEORGETOWN COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Georgetown County, South Carolina (the "County") on _____, _____, 2019, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2019, of the County (the "Bonds").

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2019; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia, will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the lowest interest rate specified for any maturity shall not be more than 5% lower than the highest interest rate specified for any maturity. Bidders

are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE BONDS OR FOR LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, _____. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County within 24 hours after the award of the Bonds all necessary pricing information and any Underwriter identification necessary to complete the Official Statement.

Continuing Disclosure: In order to assist the bidders in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule"), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of Burr & Forman LLP (Burr Forman McNair), Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Financial Advisor: Compass Municipal Advisors, LLC, has acted as Financial Advisor to the County in connection with the issuance of the Bonds. In this capacity, Compass Municipal Advisors, LLC

provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The Bonds will be delivered on or about _____, 2019, in New York, New York, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement, Official Notice of Sale and Official Bid Form of the County with respect to the Bonds are available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the Bonds upon request to Burr Forman McNair, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@burr.com. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Bonds. For additional information, please contact the County's Financial Advisor, Brian G. Nurick, Managing Director, Compass Municipal Advisors, LLC; telephone (803) 765-1004, e-mail: brian.nurick@compassmuni.com.

GEORGETOWN COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Georgetown County, South Carolina (the “County”) in connection with the issuance of \$ _____ General Obligation Bonds, Series 2019, Georgetown County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2020, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population (most readily available);
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Annual and Estimated Market Value Summary of taxable property in County;
- (e) Tax rates for County;
- (f) Tax collections for County; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as

defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”) with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and

no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The provisions of this Section 11 shall apply if the School District is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Administrator

Dated: _____, 2019

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Georgetown County, South Carolina

Name of Issue: \$ _____ General Obligation Bonds, Series 2019,
Georgetown County, South Carolina

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that Georgetown County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

GEORGETOWN COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Georgetown County, South Carolina (the "County"), in County Council Chambers located at 716 Prince Street, Georgetown, South Carolina, at __:__ p.m. on _____, _____, 2019, or at such other location within the said County Courthouse as proper notice on the main entrance to the said County Courthouse might specify.

The purposes of the public hearing are to consider an Ordinance providing for the issuance and sale of general obligation bonds of Georgetown County, South Carolina (the "County"), Series 2019 or such other appropriate series designation (the "Bonds") in the principal amount of not exceeding \$10,000,000, the proceeds of which shall be used: (i) to fund capital improvements; (ii) to pay costs of issuance of the Bonds; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

CHAIR, COUNTY COUNCIL OF GEORGETOWN
COUNTY, SOUTH CAROLINA

Item Number: 8.a
Meeting Date: 10/22/2019
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Waccamaw Center for Mental Health Governing Board

CURRENT STATUS:

One of three seats nominated by Georgetown County on the Waccamaw Center for Mental Health Governing Board has become vacant as a result of Ms. Everlena Lance's recent resignation.

POINTS TO CONSIDER:

The Waccamaw Center for Mental Health Board is a regional board consisting of fifteen (15) board members from Horry, Williamsburg, and Georgetown Counties. The number of seats appointed by each county is based on county population. Georgetown County Council currently appoints three of the 15 seats on an 'at large' basis. County Council makes nominations for board membership, and appointments are made by the Governor.

Dr. Nathan Craig has submitted an application for service on the Waccamaw Center for Mental Health Governing Board, which is provided for County Council's review and consideration.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Nominate Dr. Nathan Craig for service on the Waccamaw Center for Mental Health Governing Board.
2. Do not nominate Dr. Craig for appointment to this Board.

STAFF RECOMMENDATIONS:

Recommendation for the nomination of Dr. Nathan Craig for appointment to the Waccamaw Center for Mental Health Governing Board.

ATTACHMENTS:

Description	Type
WCMH Board - Craig Application	Backup Material



Office of the Governor
State of South Carolina

Application for Boards, Commissions, and Committees

Your nomination will not be complete until this application is filed with the Office of the Governor.

1) Your Name:

Dr./Mr./Mrs./Ms. Craig Nathan Kurt
Last First Middle

2) Name of Board, Commission, or Committee you are being considered for:

Haccanaw Mental Health / Alcohol & Drug Abuse Commission

3) Your Current Address, City, Zip Code and County:

Your Congressional District: 7

1950 Wachesaw Rd, Murrells Inlet 29576 Georgetown County

4) Home Telephone: _____ 5) Office Telephone: _____ 6) Fax: _____

7) Mobile Telephone: _____ 8) Email Address: nathan.kurt+craig@gmail.com

9) Drivers License # _____ 10) Social Security #: _____

11) Voter Registration # _____ 12) Date of Birth: 6 Nov 1987

13) Race: white 14) Sex: ☒ Male ☐ Female

15) Level of Educational Background Completed:

Some High School _____

High School graduate or equivalence (G.E.D.) _____

Some College _____

College graduate Brigham Young University

Professional degree (please specify) Doctor of Osteopathy, (DO) Campbell University

16) Present Employer Tidelands Health

Address 4070 Hwy 17 Bypass Murrells Inlet, SC 29576

Current Position Family Medicine Resident

17) Years of residence in South Carolina: 1

18) Have you ever been arrested for a crime other than a minor traffic violation? no If so, give details.*

34] Have you or any member of your immediate family sold, leased, or rented personal property to any state or local public agency in South Carolina? no If so, please identify *:

- a) the type of property,
- b) the name of the agency(s) involved,
- c) the value of the transaction(s).

35] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor regulated by the entity to which you are applying? no If so, give details.* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

36] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor seeking a business relationship with the entity for which you are applying? no If so, give details.* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

37] Do you or any member of your immediate family receive compensation from any individual or business that contracts with the entity for which you are applying? no If yes, please identify *:

- a) the individual or business,
- b) the amount of compensation paid to you,
- c) the nature and amount of the contract,
- d) the governmental entity involved.

38] I, Nathan Craig, agree that, if I am appointed to the Haccanaw Mental Health or Drug Abuse Commission I will attend all stated or called meetings of this entity. If I am absent from three consecutive meetings, or if I am absent from half of the meetings within a six-month period, then I will resign my appointment. However, if the Chairperson excuses my absence prior to the meeting, in recognition of circumstances beyond my control (illness, family emergency, etc.), then I am entitled to retain my position.

*Use extra sheet if necessary.

CERTIFICATION OF APPLICANT

Personally appeared before me, the applicant, who being duly sworn, disposed, and says that all his/her statements are true, accurate and complete: and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the Governor. He/she authorizes the State Law Enforcement Division to conduct a background investigation including, but not limited to, a criminal history, driving record and credit check. He/she also authorizes the Governor's Office to provide the nominating authorities with copies of this application, the criminal history and credit report and any other information gathered in processing this appointment.

Nathan Craig
Applicant's Signature

Sworn and subscribed before me this _____ day of _____, Two Thousand and _____.

Notary Public for South Carolina

My commission expires _____

Item Number: 9.a
Meeting Date: 10/22/2019
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 19-23 - In recognition of National Bullying Awareness Month

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County has an interest in promoting the social well-being of its citizens.

During October communities nationwide unite to educate and raise awareness of bullying and work toward the prevention of this widespread social problem.

To support awareness of bullying, and to encourage proactive roles against this behavior, Optimism Preventive Services (a local non-profit organization), has requested County Council's consideration of adopting a proclamation in recognition of National Bullying Prevention Month.

Optimism Preventive Services Inc. is also sponsoring a parade that will take place on Front Street in Georgetown at 4:00 PM on Wednesday, 10/23 to bring awareness to this issue.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adoption of Proclamation No. 19-23 in recognition of National Bullying Awareness Month.
2. Do not adopt Proclamation No. 19-23.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 19-23 in recognition of National Bullying Awareness Month.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution No 19-23 National Bullying Prevention Month	Resolution Letter
<input type="checkbox"/> Anti-Bullying Parade Flyer	Backup Material

Proclamation No. 19-23

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

)
)
)

In Recognition of
National Bullying Prevention Month

WHEREAS, *bullying is physical, verbal, sexual, or emotional harm or intimidation intentionally directed at a person or group of people; and*

WHEREAS, *bullying is systematic abuse that involves repeated and intentional aggressive behavior; and*

WHEREAS, *bullying is an increasingly significant problem in the United States that is found in all societies, neighborhoods and schools and includes harassment by electronic means such as mobile phones or the internet; and*

WHEREAS, *bullying leaves lasting negative effects on those who deal with it, as youth who are targets of bullying are more likely to suffer from general health problems, substance abuse, chronic depression, high anxiety levels, and increased suicidal thoughts; and*

WHEREAS, *children who are bullied, and others who witness bullying often feel less secure and fearful, which may impact learning abilities in school, employment situations or other social relationships; and*

WHEREAS, *in recognition of National Bullying Prevention Month, October 2019, and in an effort to increase awareness of this issue;*

SO SHALL IT BE PROCLAIMED *that Georgetown County Council does hereby encourage local school administrators, educators, law enforcement officials, recreational program leaders, religious institutions, community organizations, parents, and the students and youth of our area to be aware of this problem, and to engage in proactive roles to prevent bullying and work toward making our local communities safer and happier for all.*

SO SHALL IT BE *this 22nd Day of October, 2019.*

Chairman, County Council
Georgetown County, South Carolina

ATTEST:

Clerk to County Council
Georgetown County, South Carolina

**STOP
BULLYING**

"United We Stand Against Bullying"

6th Annual

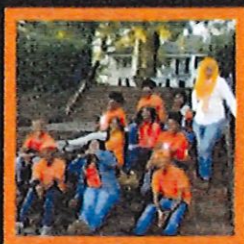
United Together Anti-Bullying Parade

Wednesday, October 23, 2019

National Bullying Awareness Day

Parade Line Up 3:45pm

515 East Bay Park



United for: Kindness ~ Acceptance ~ Inclusion

Help Paint Georgetown **ORANGE**

Schools ~ Churches ~ Youth Organizations

Community Leaders ~ Businesses

Bands ~ Greek Organizations

EVERYBODY!!!!



Trophy Awarded

Orange Originality: Best Creative Entry

Orange Titanic: School With Most Participants



Sponsored by: Optimism Preventive Services, Inc.

Optimism.vision2010@yahoo.com

For More Information: 843-240-0411

Take a Stand Wear Orange



Item Number: 10.a
Meeting Date: 10/22/2019
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 19-18 - AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY") AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT EAGLE, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE "COMPANY"), WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

Georgetown County, South Carolina, acting by and through its County Council is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, particularly Title 12, Chapter 44 of the Code and Title 4, Chapter 1 of the Code and by Article VIII, Section 13(D) of the South Carolina Constitution:

(i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State;

(ii) to covenant with such investors to accept certain fee in lieu of ad valorem tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

(iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors.

One or more companies identified for the time being, collectively, as Project Eagle, each acting for itself, one or more affiliates, and/or other project sponsors, proposes to establish and/or expand certain facilities at one or more locations in the County, and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, at least \$10,700,000 in the Project and will create, or cause to be created, at least 74 new, full-time jobs within the County.

OPTIONS:

1. Adoption of Ordinance No. 19-18.
2. Decline adoption of Ordinance No. 19-18.

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 19-18.

NOTE: Ordinance No. 19-18 has been amended subsequent to 2nd reading, and a motion to amend will be required to incorporate revised text.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 19-18 As AMENDED for Third	Ordinance
▣ FILOT Agreement as Amended for Third	Backup Material

**GEORGETOWN COUNTY
ORDINANCE NO. 19-18**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY") ~~AND ONE OR MORE COMPANIES, MHG OZ FUND I, LLC, AND MHG OZ FUND II, LLC, BOTH PREVIOUSLY IDENTIFIED FOR THE TIME BEING,~~ COLLECTIVELY, AS PROJECT EAGLE, EACH ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE "COMPANIES"), WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANIES AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.

WHEREAS, Georgetown County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, MHG OZ Fund I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and MHG OZ Fund II, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, both previously identified, collectively, as Project Eagle, each acting for itself, one or more affiliates, and/or other project sponsors (the "Companies"), have previously acquired, or will hereafter acquire, certain real property located in the County including, but not limited to, certain land (the "Land") and all real property improvements located on the Land at the time of such acquisition (collectively, the "Existing Project"); and

WHEREAS, ~~one or more companies identified for the time being, collectively, as Project Eagle, each acting for itself, one or more affiliates, and/or other project sponsors (the "Companies"), proposes to establish and/or expand certain~~the Companies are considering the establishment and/or expansion of certain manufacturing, commercial, and related facilities at one or more locations in the County ~~(the~~including, but not limited to, the Land (the "Additional

Project,” and, together with the Existing Project, collectively referred to herein as the “Project”), and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, at least \$10,700,000 in the Project, in the aggregate, and will create, or cause to be created, at least 74 new, full-time jobs ~~within the County~~, in the aggregate, within the County; and

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

WHEREAS, in accordance with such findings and determinations, and in order to induce the Companies to locate the Project in the County, the Council is enacting this Ordinance, which Ordinance is also intended to serve as an “inducement resolution” for the purposes of Section 12-44-30(11) of the Negotiated FILOT Act, whereby the County has determined to provide the benefits of a negotiated FILOT ~~and~~, a multi-county industrial or business park with respect to the Project, and certain lease backstop payment obligations with respect to a portion of the Project; and

WHEREAS, the County and the Companies have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies with respect to the Project (the “Incentive Agreement”), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of ~~_____~~ October 22, 2019 or such other date as the parties may agree; and

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

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

Section 1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, as contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, based on information provided to the County by the Companies with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and

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

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

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

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

Section 2.

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

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) a millage rate of ~~—~~281.8 mills, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT; (3) the fair market value of the Project, as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) such other terms and conditions as will be specified in the Incentive Agreement including, but not limited to, that the Companies and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

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

Section 3. The County agrees to locate the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution, if not already so included, and agrees to maintain the Project and the Land within the boundaries of such a multi-county industrial or business park on terms which provide for all jobs created at the Project from ~~January~~November 1, ~~2020~~2019 through the end of the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration.

Section 4. The County will use its best efforts to assist the Companies in securing grants and other funding for infrastructure and other improvements in support of the Project, including, but not limited to, any State grant funding and funding now or hereafter provided by one or more utilities in support of the Project.

Section 5. As an additional incentive to induce the Companies to undertake the construction and completion of the Spec Building portion of the Project, the County hereby acknowledges and approves the County Lease Backstop Payment Obligation, as set forth in greater detail in the Incentive Agreement.

Section 6. ~~Section 5.~~ The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 7. ~~Section 6.~~ The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Companies. The Chairman of the Council, the County Administrator of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Incentive Agreement, and to carry out the transactions contemplated thereby and by this Ordinance.

Section 8. ~~Section 7.~~ The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 9. ~~Section 8.~~ All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 22nd day of October, 2019.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman, County Council
Georgetown County, South Carolina

[SEAL]

Attest:

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

First Reading: August 27, 2019
Second Reading: September 24, 2019
Public Hearing: October 8, 2019
Third Reading: October 22, 2019

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 10/16/2019 4:49:21 PM	
Style name: Mary	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/NPMB1/326155/2	
Modified DMS: iw://DMS/NPMB1/326155/3	
Changes:	
Add	22
Delete	18
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	42

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and among

GEORGETOWN COUNTY, SOUTH CAROLINA,

and

~~PROJECT EAGLE~~ MHG OZ FUND I, LLC,

and

~~PROJECT EAGLE~~ MHG OZ FUND II, LLC.

Dated as of ~~_____~~ October 22, 2019

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
Section 1.01 Definitions	2
Section 1.02 References to Agreement	7 8
ARTICLE II REPRESENTATIONS AND WARRANTIES	7 8
Section 2.01 Representations and Warranties by <u>the</u> County	7 8
Section 2.02 Representations and Warranties by Project Eagle <u>MHG OZ Fund I, LLC</u>	8 9
Section 2.03 Representations and Warranties by Project Eagle <u>MHG OZ Fund II, LLC</u>	9
ARTICLE III COVENANTS OF <u>THE</u> COUNTY	9 10
Section 3.01 Agreement to Accept Negotiated FILOT Payments	9 10
Section 3.02 Multi-County Park Designation	9 10
Section 3.03 Commensurate Benefits	9 10
Section 3.04 Funding Assistance	10 11
Section 3.05 County Lease <u>Backstop</u> Payment Obligation	10 11
ARTICLE IV COVENANTS OF THE COMPANIES	10 12
Section 4.01 Investment in Project	10 12
Section 4.02 Payment of Administration Expenses	13 15
Section 4.03 Use of Project for Lawful Activities	13 15
Section 4.04 Maintenance of Existence	13 15
Section 4.05 Records and Reports	14 16
ARTICLE V FEES IN LIEU OF TAXES	15 18
Section 5.01 Payment of Fees in Lieu of <i>Ad Valorem</i> Taxes	15 18
Section 5.02 Statutory Lien	20 23
ARTICLE VI THIRD PARTY ARRANGEMENTS	21 23
Section 6.01 Conveyance of Liens and Interests; Assignment	21 23
Section 6.02 Sponsors and Sponsor Affiliates	22 24
ARTICLE VII TERM; TERMINATION	22 25
Section 7.01 Term	22 25
Section 7.02 Termination	23 25
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES	23 25
Section 8.01 Events of Default	23 25
Section 8.02 Remedies on Event of Default	24 26
Section 8.03 Defaulted Payments	24 26

TABLE OF CONTENTS
(continued)

	Page
Section 8.04 Default by County	24 <u>27</u>
ARTICLE IX MISCELLANEOUS	24 <u>27</u>
Section 9.01 Rights and Remedies Cumulative	24 <u>27</u>
Section 9.02 Successors and Assigns	25 <u>27</u>
Section 9.03 Notices; Demands; Requests	24 <u>27</u>
Section 9.04 Applicable Law	26 <u>29</u>
Section 9.05 Entire Understanding	26 <u>29</u>
Section 9.06 Severability	26 <u>29</u>
Section 9.07 Headings and Table of Contents; References	26 <u>29</u>
Section 9.08 Multiple Counterparts	26 <u>29</u>
Section 9.09 Amendments	27 <u>29</u>
Section 9.10 Waiver	27 <u>30</u>
Section 9.11 Further Proceedings	27 <u>30</u>
EXHIBIT A LAND DESCRIPTION	A-1

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated as of October 22, 2019, by and among GEORGETOWN COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina and ~~Project Eagle I, a~~ MHG OZ Fund I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, acting for itself, one or more affiliates, and/or other project sponsors ~~(“, and previously identified as Project Eagle I”), and Project Eagle II, a~~ (“MHG OZ Fund I, LLC”), and MHG OZ Fund II, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, acting for itself, one or more affiliates, and/or other project sponsors ~~(“, and previously identified as Project Eagle II (“MHG OZ Fund II, LLC”))~~, both previously identified, collectively, as PROJECT EAGLE (~~Project Eagle~~ MHG OZ Fund I, LLC and ~~Project Eagle~~ MHG OZ Fund II, LLC, each a “Company” as set forth herein, with respect to its respective portion of the Project, and collectively referred to herein as the “Companies”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” and, together with the Negotiated FILOT Act, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, one or more of the Companies has previously acquired, or will hereafter acquire, certain existing real property located in the County including, but not limited to, land more fully described on Exhibit A attached hereto and made a part hereof (the “Land”) and all real property improvements located on the Land at the time of such acquisition (collectively, the “Existing Project”); and

WHEREAS, the Companies are considering the establishment and/or expansion of certain manufacturing, commercial, and related facilities at one or more locations in the County ~~(including, but not limited to, the Land (the “Additional Project,” and, together with Existing Project, collectively referred to herein as~~ the “Project”), and ~~anticipates~~ anticipate that, should

~~it~~their plans proceed as expected, ~~it~~they will invest, or cause to be invested, at least \$10,700,000 in the Project, in the aggregate, and will create, or cause to be created, at least 74 new, full-time jobs, in the aggregate, within the County, all by the end of the Compliance Period (as defined herein) as set forth in greater detail herein; and

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

WHEREAS, in accordance with such findings and determinations and in order to induce the Companies to locate the Project in the County, the County has determined, amongst other things, to provide the benefits of a negotiated FILOT and a multi-county industrial or business park with respect to the Project; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions set forth herein, and, by Ordinance No. 19-18 enacted by the Council on October 22 , 2019, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

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

ARTICLE I

DEFINITIONS

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

“*Act*” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act.

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

now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service during the Investment Period.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by any Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless such Company, or other Co-Investor, required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall have furnished to such Company, or other Co-Investor, as the case may be, an itemized statement of all such expenses incurred.

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

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

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

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

of the original execution and delivery of this Agreement, ~~the~~ Companies are the only Co-Investors.

“Company” shall mean each of (i) ~~Project Eagle~~ MHG OZ Fund I, LLC, and (ii) ~~Project Eagle~~ MHG OZ Fund II, LLC, each with respect to their respective portions of the Project, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04 or 6.01** hereof or any other assignee or transferee hereunder which is designated by each respective Company and approved by the County.

“Compliance Period” shall mean the period commencing with the first day that Project property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth (5th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service as set forth in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, ~~2020~~, and, in such event, the Compliance Period will end on December 31, ~~2025~~.

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

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

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

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

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

“Existing Project” shall mean that certain real property located in the County and previously acquired, or that shall hereafter be acquired, by one or more of the Companies or one or more Affiliates of the Company from _____, pursuant to certain documentation including, but not limited to, that certain _____ dated _____, 2019 and recorded _____, 2019 in the Office of _____ for Georgetown County, South Carolina in book _____, at page _____.

“Existing Property” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not be required to include: (a) the Land; (b) property acquired or constructed by or on behalf of any Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period

notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of any Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that such Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

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

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

“*Investment Period*” shall mean the period for completion of the Project, which shall initially be equal to the Compliance Period; provided, however, that, if the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County, by five (5) years beyond the Compliance Period to end on the tenth (10th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service as set forth in Section 12-44-30(13) of the Negotiated FILOT Act; provided that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, ~~2020~~, and upon any such extension, the Investment Period will end on December 31, ~~2030~~.

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

“*Minimum Contractual Investment Requirement*” shall mean investment in the Project, within the period commencing on the first (1st) day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of Compliance Period, by the Companies and all Co-Investors, in the aggregate, of at least \$10,700,000 (without regard to depreciation or other diminution in value).

“Minimum Jobs Requirement” shall mean the creation of at least seventy-four (74) new, full-time jobs in the County by the Companies and all Co-Investors, in the aggregate, within the period commencing on ~~January~~November 1, ~~{2020}~~2019 and ending at the end of the Compliance Period.

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

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

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

“Multi-County Park Agreement” shall mean that certain Agreement for Development of Joint County Industrial/Business Park (Georgetown County Project Eagle Park) by and between the County and Horry County, South Carolina ~~dated as of _____, 2019~~ as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended, or replaced from time to time.

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

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

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

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

limitation property as to which any Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

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

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

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

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

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

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

“*State*” shall mean the State of South Carolina.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which

to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by ~~Project Eagle~~MHG OZ Fund I-, ~~Project Eagle~~, LLC. MHG OZ Fund I-, LLC makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) ~~Project Eagle~~MHG OZ Fund I-, LLC is a limited liability company validly existing and in good standing under the laws of the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. ~~Project Eagle I's~~MHG OZ Fund I, LLC's fiscal year end is ~~{December 31}~~ and it will notify the County of any changes in its fiscal year.

(b) ~~Project Eagle~~MHG OZ Fund I-, LLC intends that the Project be operated as manufacturing and related facilities primarily for ~~the production, warehousing, and distribution of composite materials used to strengthen engineered plastic profiles, as well as for Spec Building (as defined in Section 3.05 hereof)~~ purposes.

(c) The agreements with the County with respect to the Negotiated FILOT and the Multi-County Park were factors in inducing ~~Project Eagle~~MHG OZ Fund I-, LLC to locate its portion of the Project within the County and the State.

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

Section 2.03 Representations and Warranties by ~~Project Eagle~~MHG OZ Fund II-, ~~Project Eagle~~, LLC. MHG OZ Fund II-, LLC makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) ~~Project Eagle~~MHG OZ Fund II-, LLC is a limited liability company validly existing and in good standing under the laws of the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. ~~Project Eagle II's~~MHG OZ Fund II, LLC's fiscal year end is ~~{December 31}~~ and it will notify the County of any changes in its fiscal year.

(b) ~~Project Eagle~~MHG OZ Fund II-, LLC intends that the Project be operated as manufacturing and related facilities primarily for ~~the production,~~

warehousing, and distribution of composite materials used to strengthen engineered plastic profiles, as well as for Spec Building (as defined in **Section 3.05** hereof) purposes.

(c) The agreements with the County with respect to the Negotiated FILOT and the Multi-County Park were factors in inducing ~~Project-Eagle~~ MHG OZ Fund II-, LLC to locate its portion of the Project within the County and the State.

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

ARTICLE III

COVENANTS OF THE COUNTY

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

Section 3.02 Multi-County Park Designation. The County agrees to locate the Project and the Land within the boundaries of the Multi-County Park, if not already so designated, and agrees to maintain the Project and the Land within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide for all jobs created at the Project from ~~January~~ November 1, ~~[2020]~~ 2019 through the end of the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration.

Section 3.03 Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Companies and each other Co-Investor the benefits specified in this Article III in consideration of the Companies' decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should any Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then at the request of any Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Companies and each other Co-Investor the intended benefits of this

Agreement, including, but not limited to, the Negotiated FILOT and agrees, if requested by any Company, to enter into a lease purchase agreement with each Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Companies and the County express their intentions that tax or FILOT payments be reformed so as to best afford each Company and each other Co-Investor benefits commensurate with, but not in excess of, those intended under this Agreement, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Each Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that each Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property.

Section 3.04 Funding Assistance. The County will use its best efforts to assist the Companies in securing grants and other funding for infrastructure and other improvements, comprising, or in support of, the Project, including, but not limited to, any State grant funding and funding now or hereafter provided by one or more utilities in support of the Project.

Section 3.05 County Lease [Backstop](#) Payment Obligation.

~~{To be inserted.}~~

(a) The Companies and the County understand and acknowledge that, as part of the Project, and in support of the economic development of the County, one or both of the Companies and/or one or more Affiliates of the Companies (the “Landlord”) intend to construct a speculative building to be located on the Land (the “Spec Building”) which, if plans proceed as expected, will be leased to one or more third party tenants for industrial and/or commercial operations in the County. As an additional incentive to induce the Companies to undertake the construction and completion of the Spec Building portion of the Project, and during a term commencing with the issuance of the certificate of occupancy with respect to the Spec Building and ending five (5) years thereafter (the “Lease Backstop Period”), the County hereby commits to pay to the Landlord an annual aggregate amount equal to \$6.00 multiplied by each square foot comprising the square footage of the Spec Building, as constructed, up to a maximum square footage of 30,000 square feet resulting in a maximum annual payment obligation of \$180,000 (the “Lease Backstop Payment Obligation”); provided, however, that in the event that the Landlord leases any such square footage to a tenant for a period comprising all or a portion of the Lease Backstop Period, and the annual lease rate for such square footage is less than \$6.00 per square foot, any such lesser lease amounts received by the Landlord from such tenant with respect to each such square foot shall be offset against the Lease Backstop

Payment Obligation with respect to such square footage.

(b) The County agrees to notate the Lease Backstop Payment Obligation as a financial obligation of the County for the Lease Backstop Period in the County's _____ [Where will the County make this notation?]. This notation will be noted during each County budget cycle thereby ensuring adequate means are adopted, and measures taken, to annually satisfy the Lease Backstop Payment Obligation. Upon the end of the Lease Backstop Period or the date of the final payment made by the County in satisfaction of the Lease Backstop Payment Obligation, whichever is later, the Lease Backstop Payment Obligation shall terminate.

(c) Notwithstanding the foregoing, the Lease Backstop Payment Obligation shall be conditioned upon the following: (i) commencement of groundbreaking of the Spec Building within eighteen (18) months of the effective date of this Agreement; (ii) the Spec Building being constructed with a metal exterior shell, a minimum of four (4) inch thick concrete floors, and a clear height of a minimum of twenty-two (22) feet; and, (iii) the Spec Building being constructed such that it is multi-tenant capable.

(d) Any additional administrative and/or ministerial terms regarding the implementation and facilitation of the Lease Backstop Payment Obligation, and the conditions therefor, shall be set forth in a Memorandum of Understanding (the "Spec Building MOU") to be entered into by the Landlord and the County, in form and substance reasonably and mutually acceptable to such parties acting in good faith. The County hereby authorizes, empowers, and directs _____ [Who from the County?], with advice of legal counsel to the County, to negotiate and prepare the provisions of the Spec Building MOU and, upon completion of such negotiation and preparation, the Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Spec Building MOU in the name of and on behalf of the County, and the Clerk to the Council is hereby authorized and directed to attest the same.

ARTICLE IV

COVENANTS OF THE ~~COMPANY~~COMPANIES

Section 4.01 Investment in Project.

(a) Each Company shall acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, its respective portion of the Project, as the same shall be determined from time to time by such entity in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than

the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, ~~{2022}~~.

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

(c) To encourage increased investment in the Project, the County hereby agrees that in the event the Minimum Statutory Investment Requirement is satisfied by the end of Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County, by five (5) years beyond the end of the Compliance Period, and the County hereby agrees to such extension. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as the parties presently anticipate, placed in service in the Property Tax Year ending on December 31, ~~{2020}~~, and upon any such extension, the Investment Period would extend through December 31, ~~{2030}~~.

(d) Subject to the provisions of **Sections 4.04** and **6.01** hereof, each Company and each other Co-Investor shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and each Company and each other Co-Investor shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

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

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

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

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

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

shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

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

Section 4.02 Payment of Administration Expenses. Each Company and each other Co-Investor will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to such Company or such other Co-Investor, respectively and, as the case may be, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and the County anticipates no out of pocket expenses, including, but not limited to attorneys' fees, to be Administration Expenses hereunder for review of this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto or the transactions authorized hereby.

Section 4.03 Use of Project for Lawful Activities. During the Term of this Agreement, each Company and each other Co-Investor may use its respective portion of the Project as it deems fit for any lawful purpose.

Section 4.04 Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is any Company or an Affiliate of any Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned or delayed, each Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of all or substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

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

such Company herein and the performance of every covenant of this Agreement on the part of such Company to be performed or observed;

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

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

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

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

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

Section 4.05 Records and Reports. Each Company and each other Co-Investor will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated

FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

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

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

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

Notwithstanding any other provision of this Section, each Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that such Company or such other Co-Investor believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by any Company or any other Co-Investor with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, and unless the County has provided at least fifteen (15) days advance written notice to the disclosing Company or other Co-Investor, as the case may be, of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by such Company or such other Co-Investor in connection with the Project, whether or not such information has been designated as confidential or proprietary by such Company or such other Co-Investor.

ARTICLE V

FEES IN LIEU OF TAXES

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

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by any Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, ~~{2022}~~. If any Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, if such consent is required pursuant to **Section 6.02** hereof, such Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, such designating Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

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

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty five (35) years or, if the Investment Period is extended as set forth in **Section 4.01(c)** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) a millage rate of ~~[]~~281.8 mills, which millage rate or millage rates shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of the Negotiated FILOT; and (3) the fair market value of such Negotiated

FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that any Company or any other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by such Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the ~~five-year~~five- (5) year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

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

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

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

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

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

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

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

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

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

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies

and the County express their intentions that such payments be reformed so as to afford each Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, each Company and each other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five (5) year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if each Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from each Company and each other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid by such entity and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project by all Sponsors and Sponsor Affiliates does not exceed \$5,000,000 by the end of the Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent

necessary to collect a Deficiency Payment under this sub-paragraph (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

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

(iii) If either or both of the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement are not satisfied by the end of the Compliance Period, but the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period, ~~each Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible to take advantage of~~the County may, in its sole discretion, terminate the Negotiated FILOT described in this Section 5.01 hereof; provided, however ~~the~~arrangement set forth herein retroactively and/or prospectively and, in the event the County so terminates such Negotiated FILOT arrangement retroactively, the Company and any Sponsor Affiliate(s) shall be obligated to pay the County a Deficiency Payment. Any amounts determined to be owing pursuant to the foregoing provisions of this Section shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(iv) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, the investment in all property utilized by any Company or any other Co-Investor as part of the Project, whether owned by any Company or any other Co-Investor outright or utilized by any Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Company or any other Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement,

including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

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

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

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01 Conveyance of Liens and Interests; Assignment. The- County agrees that each Company and each other Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to any Company or any other Co-Investor or operates such assets for any Company or any other Co-Investor or is leasing all or a portion of the Project in question from any Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of such Company or such other Co-Investor under this Agreement, including, without limitation, the benefits of the Negotiated FILOT, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action or proceedings of the County, subject to the following provisions: (i) except in connection with any transfer to any other Company or other Co-Investor or an Affiliate of such Company or any other Co-Investor, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby consents, such transferor Company or any such other Co-Investor shall obtain the prior consent or subsequent ratification of the County to the extent required by the Transfer Provisions of the Negotiated FILOT Act, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project

property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of such Company or any such other Co-Investor hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of such Company or any such other Co-Investor hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT ~~payments~~Payments hereunder, the transferee shall assume the then current basis of the transferor Company or any such other Co-Investor (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the transferor Company or any such other Co-Investor, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) the transferor Company or any such other Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

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

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

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

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

ARTICLE VII

TERM; TERMINATION

Section 7.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

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

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.05** hereof; [and/or,](#)

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

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

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

ARTICLE IX

MISCELLANEOUS

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

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

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

(a) As to the County:

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

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

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

(b) As to ~~Project Eagle~~ MHG OZ Fund I, LLC:

MHG OZ Fund I, LLC
Attention: Guerry Green
407 A. Church Street
Georgetown, South Carolina 29440

Attention: _____

Phone: (____) _____ 843) 527-7658

Fax: (____) _____ 843) 527-6498

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

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

(c) As to ~~Project Eagle~~ MHG OZ Fund II, LLC:

MHG OZ Fund II, LLC
Attention: Guerry Green
407 A. Church Street
Georgetown, South Carolina 29440

Attention: _____

Phone: (____) _____ 843) 527-7658

Fax: () 843) 527-6498

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

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

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

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

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

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

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

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

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

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

[Execution Pages to Follow]

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

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman, County Council
Georgetown County, South Carolina

[SEAL]

ATTEST:

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

~~PROJECT EAGLE~~ MHG OZ FUND I, LLC

By: _____
Name: _____
Its: _____

~~PROJECT EAGLE~~ MHG OZ FUND II, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A
LAND DESCRIPTION

[To-be-inserted]

ALL those pieces, parcels or tracts of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as “12.10 Acres” on a plat entitled “PLAT OF A DIVISION OF THE OLD EAGLE ELECTRIC PLANT SITE ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)”, prepared by Tidewater Land Surveying, LLC, dated July 14, 2019, and to be recorded in the Office of the Register of Deeds for Georgetown County, South Carolina as attached hereto.

TMS No.: 05-0047-017-00-00 (a portion)

Applicable Negotiated FILOT Millage Rate: ~~_____~~ 281.8 mills

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 10/16/2019 2:28:27 PM	
Style name: Mary	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/NPMB1/326100/2	
Modified DMS: iw://DMS/NPMB1/326100/3	
Changes:	
Add	173
Delete	158
Move From	2
Move To	2
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	335

Item Number: 10.b
Meeting Date: 10/22/2019
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 19-19 - AN ORDINANCE TO ESTABLISH A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO BE KNOWN AS THE GEORGETOWN COUNTY PROJECT EAGLE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (THE "PARK"), IN CONJUNCTION WITH HORRY COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GEORGETOWN COUNTY; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HORRY COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN GEORGETOWN COUNTY; AND OTHER MATTERS RELATED THERETO.

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

In order to promote economic development in Georgetown County and surrounding areas, including Horry County, through improvements to the tax base of Georgetown County and the provision of additional employment opportunities, Georgetown County and Horry County have agreed to create the Park to include property presently anticipated to be now or hereafter owned and/or operated by one or more companies identified for the time being, collectively, as Project Eagle, and/or one or more existing, or to be formed, affiliates or other related entities.

OPTIONS:

1. Adoption of Ordinance No. 19-19.
2. Decline adoption of Ordinance No. 19-19.

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 19-19.

NOTE: Ordinance No. 19-19, and the associated MCP Agreement, have been amended subsequent to 2nd reading, and a motion to amend will be required to incorporate revised text.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 19-19 MCP Amended for 3rd	Ordinance
<input type="checkbox"/> MCP with Horry County AMENDED for 3rd	Backup Material

Georgetown County, South Carolina
Joint County Industrial/Business Park

ORDINANCE NO. 19-19
(GEORGETOWN COUNTY PROJECT EAGLE MULTI-COUNTY PARK)

AN ORDINANCE TO ESTABLISH A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO BE KNOWN AS THE GEORGETOWN COUNTY PROJECT EAGLE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (THE "PARK"), IN CONJUNCTION WITH HORRY COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GEORGETOWN COUNTY; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HORRY COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN GEORGETOWN COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Georgetown County, South Carolina ("Georgetown County") and Horry County, South Carolina ("Horry County") (collectively, the "Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "Park Act"), and particularly Section 4-1-170 thereof, propose to establish a joint county industrial and business park (the "Park"); and

WHEREAS, in order to promote economic development in Georgetown County and surrounding areas, including Horry County, through improvements to the tax base of Georgetown County and the provision of additional employment opportunities, Georgetown County and Horry County have agreed to create the Park to include property presently anticipated to be now or hereafter owned and/or operated by one or more companies identified for the time being, collectively, as Project Eagle, and/or one or more existing, or to be formed, affiliates or other related entities (the "Project Property"); and

WHEREAS, the Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park; and

WHEREAS, the Counties have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for Development of Joint County Industrial and Business Park (Georgetown County Project Eagle Park) to be entered into by the Counties as of such date as the Counties may agree (the "Park Agreement"); and

WHEREAS, the Counties now desire to establish the Park to include the Project Property.

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

Section 1. Establishment of Georgetown County Project Eagle Joint County Industrial and Business Park; Approval of Park Agreement. There is hereby authorized to be established in conjunction with Horry County a joint county industrial and business park to be known as the Georgetown County Project Eagle Joint County Industrial and Business Park, which is located on the land comprising the Project Property and more particularly described in the form of Park Agreement presented to this meeting. The form, provisions, terms and conditions of the Park Agreement now before this meeting and filed with the Clerk to Council be and they are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Park Agreement were set out in this Ordinance in its entirety.

The Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Georgetown County, upon advice of counsel, thereunder and as shall be approved by the officials of Georgetown County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before this meeting.

The Chairman of Georgetown County Council, for and on behalf of Georgetown County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the Park Agreement and the performance of all obligations of Georgetown County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 2. Payment of Fees in Lieu of *Ad Valorem* Taxes. Owners and lessees of property located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Park Agreement to Horry County shall, upon receipt by the Treasurer of Georgetown County, be paid to the Treasurer of Horry County in accordance with the terms of the Park Agreement. Payments of such fees will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurer of Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 3. Distribution of Revenue.

(a) Revenues generated from the Park through the payment of fees in lieu of *ad valorem* taxes to be retained by Georgetown County pursuant to the Park Agreement shall be distributed within Georgetown County in accordance with this subsection:

- (1) First, unless Georgetown County elects to pay or credit the same from only

those revenues which Georgetown County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Georgetown County pursuant to, or to be utilized as a credit in the manner provided in, Section 4-1-175 of the Park Act;

(2) Second, at the option of Georgetown County, to reimburse Georgetown County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Georgetown County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable revenue generating properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and/or debt service as determined by the governing body of the taxing entity; provided, that any revenue which is to be allocated annually to a school district, shall, in accordance with the applicable law, be allocated by the Georgetown County Auditor between such school district's debt service and such school district's operations in the same proportion as the millage levied for the respective purpose bears to the millage levied for both purposes when combined.

Section 4. Governing Laws and Regulations. The ordinances and regulations of Georgetown County including, without limitation, those concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement and Other Services. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Department of Georgetown County. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality. Fire, sewer, water and EMS services will be provided by the service district or other political unit within whose jurisdiction the Park properties are located.

Section 6. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 7. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 8. Effectiveness. This Ordinance shall be effective after third and final reading.

DONE IN MEETING DULY ASSEMBLED THIS ~~22ND~~ DAY OF ~~OCTOBER~~, 2019.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman, County Council of
Georgetown County, South Carolina

ATTEST:

Theresa Floyd, Clerk to Georgetown County Council
Georgetown County, South Carolina

First Reading: August 27, 2019

Second Reading: September 24, 2019

Public Hearing: October 8, 2019

Third Reading: October ~~8~~22, 2019

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 10/16/2019 4:54:52 PM	
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Intelligent Table Comparison: Active	
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	6

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)
)
COUNTY OF HORRY)
)

AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (GEORGETOWN
COUNTY PROJECT EAGLE PARK)

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Georgetown County is made and entered into and to be effective as of _____, 2019, by and between Georgetown County, South Carolina (“Georgetown County”) and Horry County, South Carolina (“Horry County”).

RECITALS

WHEREAS, pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “Park Act”), and particularly Section 4-1-170 thereof, and Article VIII, Section 13(D) of the South Carolina Constitution, as well as Ordinance No. 19-19 enacted by the County Council of Georgetown County and Ordinance No. ~~_____~~106-19 enacted by the County Council of Horry County, Georgetown County and Horry County have determined that, in order to further promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Georgetown County a joint county industrial and business park to be located in Georgetown County upon property presently anticipated to be now or hereafter owned and/or operated by one or more companies identified for the time being, collectively, as Project Eagle, and/or one or more existing, or to be formed, affiliates or other related entities, and described in Exhibit A hereto (the “Park”), which Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park and shall be in addition to previous joint county industrial and business parks previously established between the counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be otherwise liable except for such exemption; and

WHEREAS, Georgetown County has agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Georgetown County and Horry County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170 of the Park Act satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of property located in Georgetown County, as further identified in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Georgetown County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Georgetown County Council and Horry County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Georgetown County Council and by Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Georgetown County Council, as the county council of the county wherein the portion of the Park proposed to be enlarged or diminished is located. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon any owner and, if applicable, any lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this Agreement to the contrary, to the extent that either Georgetown County or Horry County has outstanding contractual commitments to any owner or lessee of property located within the Park requiring inclusion of such property within a multi-county industrial or business park established pursuant to the Park Act and Article VIII, Section 13(D) of the South Carolina Constitution, Georgetown County and Horry County shall not be entitled to remove such property from within the Park unless Georgetown County shall first obtain the written consent of the owner or lessee of such property.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in

accordance with this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Georgetown County and Horry County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

A. Georgetown County	100%
B. Horry County	0%

6. Allocation of Park Revenues. Georgetown County and Horry County shall receive an allocation of revenues generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

A. Georgetown County	99%
B. Horry County	1%

Any payment by Georgetown County to Horry County of its allocable share of the fees in lieu of taxes from the Park shall be made not later than thirty (30) days from the end of the calendar quarter in which Georgetown County receives such payment. In the event that the payment made by any owner or lessee of Park property is made upon protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Horry County more than Horry County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Georgetown County and to Horry County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to such revenues so allocable to Georgetown County, such revenue shall be distributed within Georgetown County in the manner provided by ordinance of the County Council of Georgetown County; provided, that (i) all taxing entities which overlap the applicable revenue-generating properties within the Park shall receive at least some portion of the revenues generated from such properties, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity; provided, that any revenue which is to be allocated annually to a school district, shall, in accordance with applicable law, be allocated by the Georgetown County Auditor between such school district's debt service and such school district's operations in the same proportion as the millage levied for the respective purpose bears to the millage levied for both purposes when combined. Georgetown County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of Georgetown County.

(B) Such revenues allocable to Horry County pursuant to Section 6 of this Agreement shall be distributed as deemed appropriate by Horry County in the manner provided by ordinance of the County Council of Horry County.

8. Fee in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina. It is hereby agreed that the entry heretofore or hereafter by Georgetown County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time (“Negotiated Fee-in Lieu of Tax Agreements”), with respect to Park property and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to any allocation of revenue received and retained by each of the counties and by each of taxing entities within the participating counties, pursuant to Sections 6 and 7 of this Agreement.

10. Records. Georgetown County and Horry County each covenant and agree that, upon the request of Horry County, Georgetown County will provide to Horry County copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property included within the Park at the time of such tax levy, and will further provide copies to the Horry County Treasurer’s collection records for the taxes so imposed, all as such records become available in the normal course of Georgetown County procedures. It is further agreed that Horry County shall not request such records from Georgetown County more frequently than once annually, absent compelling justification to the contrary.

11. No Liability of Horry County. It is expressly understood and agreed that by entering into this Agreement, Horry County assumes no liability whatsoever with respect to this Agreement, the establishment or existence of the contemplated Park, and no recourse shall be had for any claim based upon any obligation, covenant or agreement contained herein against Horry County or any council member, director, officer, employee, or agent of Horry County.

12. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts.

15. Termination. Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Horry County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the county council of each county. Notwithstanding the foregoing, this Agreement may not be terminated to the extent that either Georgetown County or Horry County has outstanding contractual commitments to any owner or lessee of property located in the Park requiring inclusion of such property within a multi-county industrial or business park established pursuant to the Park Act and Article VIII, Section 13(D) of the Constitution of South Carolina, unless such county shall first obtain the written consent of such owner or lessee.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman of County Council,
Georgetown County, South Carolina

[SEAL]

Attest:

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

HORRY COUNTY, SOUTH CAROLINA

By: _____
Johnny Gardner, Chairman, County Council,
Horry County, South Carolina

[SEAL]

Attest:

By: _____
Patricia Hartley, Clerk to County Council
Horry County, South Carolina

EXHIBIT A
GEORGETOWN COUNTY PROJECT EAGLE PARK
LAND DESCRIPTION

[To-be inserted]

ALL those pieces, parcels or tracts of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as “12.10 Acres” on a plat entitled “PLAT OF A DIVISION OF THE OLD EAGLE ELECTRIC PLANT SITE ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)”, prepared by Tidewater Land Surveying, LLC, dated July 14, 2019, and to be recorded in the Office of the Register of Deeds for Georgetown County, South Carolina as attached hereto.

TMS No.: 05-0047-017-00-00 (a portion)

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 10/16/2019 5:05:57 PM	
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Item Number: 10.c
Meeting Date: 10/22/2019
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-20 - An Ordinance to authorize Georgetown County to lease a portion of a tract of property owned by Georgetown County, designated as Tax Map No. 04-0406-001-01-00, to JB's Celebration Park Inc. for the purposes of constructing a Celebration Park for general public access.

CURRENT STATUS:

Pending approval.

POINTS TO CONSIDER:

Georgetown County owns certain real estate on Wildcat Way in Pawleys Island, SC in Tax District No. 04 of Georgetown County identified as Tax Map No. 04-0406-001-01-00. JB's Celebration Park Inc. is desirous of leasing a portion of Tract 2 of said property for the purpose of constructing a Celebration Park for the general public to access utilize and enjoy for various public events and leisure.

Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County that the County enter into a lease agreement with the Lessee for a thirty (30) year rental period.

OPTIONS:

1. Adoption of Ordinance No. 19-20.
2. Deny approval of Ordinance No. 19-20.

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 19-20.

NOTE: The proposed property lease agreement attached as Exhibit A to Ordinance No. 19-20 has been amended, and a motion to amend will be required at 3rd reading to incorporate the revised document.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 19-20 JB's Celebration Park 3rd Reading	Ordinance
▣ JB's Celebration Park Lease Amended Executed	Backup Material
▣ JB's Celebration Park Lease REDLINE	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-20

**AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE TO JB's CELEBRATION PARK INC.
A PORTION OF A TRACT OF PROPERTY, DESIGNATED AS TRACT 2 OF TMS NO. 04-0406-001-01-00,
AND OWNED BY GEORGETOWN COUNTY**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No. 04 of Georgetown County; whereon is situate a tract of property further identified as Tax Map No. 04-0406-001-01-00; and,

WHEREAS, the JB's Celebration Park Inc. is desirous of leasing a portion of Tract 2 of said property for the purpose of constructing a Celebration Park for the general public to access utilize and enjoy for various public events and leisure; and,

WHEREAS, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County that the County enter into a lease agreement with the Lessee for a thirty (30) year rental period, ending on December 31, 2049.

WHEREAS, a public hearing on said lease agreement was held October 22, 2019.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

That the following described property referred to in the Lease Agreement attached to this Ordinance as Exhibit A shall be leased unto the Georgetown County Water and Sewer District.

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

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

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

DONE, RATIFIED, AND ADOPTED THIS 22nd DAY OF OCTOBER, 2019.

Chairman, Georgetown County Council (Seal)

ATTEST:

Clerk to Council

This Ordinance, No. 19-20, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant,
Georgetown County Attorney

First Reading: August 27, 2019

Second Reading: September 10, 2019

Third Reading: October 22, 2019

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE and AGREEMENT
(Portion of TMS No: 04-0406-001-01-00)

WHEREAS, JBs Celebration Park Inc. (JBs), a South Carolina corporation is desirous of leasing a portion of TMS No: 04-0406-001-01-00 for the construction of a Celebration Park for the general public to access, utilize, and enjoy for various public events and leisure; and

WHEREAS, Georgetown County believes the Celebration Park and its proposed design/venue will benefit the recreational interests of the citizenry of Georgetown County; and

WHEREAS, JBs has a strong desire to move forward the design and construction of the park for which it will provide its funding; and

WHEREAS, the County, pursuant to the terms of this agreement will provide support in the form of a long term real property lease and grounds maintenance and upkeep for the park once it is finally completed.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Lessor and Lessee do mutually agree as follows:

THIS PROPERTY LEASE AGREEMENT ("Agreement" or "Lease") made and entered into this __ day of _____, 2019, by and between the **JBs CELEBRATION PARK INC.** (hereinafter referred to as Lessee) AND **GEORGETOWN COUNTY**, a body politic and corporate and organized under the laws of the State of South Carolina, (hereinafter referred to as Lessor).

1. Leased Property. The Lessor, in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property located west of and adjacent to Wildcat Way, Pawleys Island, South Carolina known as a portion of Tract 2 TMS No: 04-0406-001-01-00 (hereinafter referred to as the Property) more fully depicted in Plat Slide 632, Page 1 and Plat Side 742, Page 4. Upon the final design of the park it is understood this Lease will be supplemented with a more definite depiction of the park.

TO HAVE AND TO HOLD unto Lessee for the time and upon the terms as hereinafter set forth.

2. Representations of Lessor. The Lessor represents that it leases the Property in an AS IS condition and that the title to the Property is free from encumbrances. Lessor further represents that it has the right and authority to make this Agreement.

3. Term. The Term of this Agreement shall be for 30 years until December 31, 2049.

4. Renewal Term. There shall be the option of a renewal term to be agreed upon in another writing utilizing terms to be negotiated at that time.

5. Early Termination. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's activities become prohibited, is rendered practically

unfunded and/or unprofitable, the property is no longer needed or the Lessee acquires fee simple title to the property.

Lessor shall have the right to terminate this Agreement at any time during the term hereof if it is determined by either party the subject park has been damaged beyond repair due to acts of God.

Nothing herein precludes the parties from mutually terminating this agreement early by an agreed upon written amendment to this document. If the Leased Property is subject to a Condemnation action by an entity other than the Lessor, or if a portion is condemned, then, if the Lessee so desires, the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

Lessor shall have the right to terminate this Agreement upon written notice if at the end of eighteen (18) months after the execution date of this Agreement the Lessor reasonably determines after appropriate inquiry and investigation that the Lessee has not commenced construction of the park improvements and is not actively and continuously pursuing such park improvements to completion, provided that the Lessee will be given additional time to commence construction after 18 months as reasonably agreed to by the parties in the event of delays caused by acts of God or other force majeure. Further, the park shall be completed within thirty six (36) months from the date that construction of the park improvements is commenced. The "completion" of the park is to be determined by the existence of a walking trail, green space and signage.

6. End of Term. Upon expiration of the Initial Term, Renewal Term, or other termination of this Agreement, Lessee shall quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date. Any fixed improvements shall remain on the property and be transferred to the Lessor by bill of sale.

7. Holdover Occupancy. Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties, amending the terms of this agreement.

8. Rent and Lease Payments. Commencing on the date as written above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be One Dollar a year.** Said rent shall be prorated for the initial month and/or any partial months due to early termination, if needed. Rent shall not be subject to deduction. FURTHER, the Lessee shall be responsible for turning over the property at the end of the Term in accordance with Section 6.

9. Security Deposit. A security deposit shall not be required for this agreement.

10. Fees and Taxes. Lessee's obligation under this paragraph shall include, without limitation, payments of any and all charges, taxes or fees imposed by Federal, State or Local governments, or any agencies thereof, on, in connection or resulting from or arising out of Lessee's use of occupancy of the Leased Property. Lessor shall timely pay all uniform fees and taxes, to include the Georgetown County Storm Water Fee if applicable, which may be assessed

upon the Leased Property by all governing bodies with jurisdiction. The Lessee shall be responsible for and shall timely pay any and all personal property taxes which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting any and all associated construction, maintenance, and use activities due to the establishment of a Celebration Park.

If necessary, Lessee shall be allowed to install reasonable exterior signs and graphic materials on the Leased Property and for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the County of Georgetown.

12. Covenant of Quiet Enjoyment. The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

13. Maintenance. Lessor, upon final completion of the construction of the park (to be evidenced in writing by JB's and delivered to the County) shall be responsible for all grounds maintenance and upkeep of the premises.

14. Repairs. Repairs that are needed due to any occurrence regardless of the cause or area needing repair shall be the responsibility of the Lessor during the term of this Lease Agreement.

15. Sublease/Assignment. Lessee agrees not to assign any interest of Lessee hereunder or sublet, license or permit any other party or parties to occupy any portion of the property without the express, written consent of the Lessor.

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of maintenance, repair, inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters and any other emergencies. Lessee also expressly recognizes the property is owned by the public and held in trust by the County so entry must be made available to the general public; no individual person, group, or company is to solely utilize the premises to the exclusion of others.

18. Compliance with Governmental Orders, Regulations, Etc. The Lessee covenants and agrees to comply with all governmental rules, laws and ordinances during the term of its lease. Any failure to do so by the Lessee will result in a breach of this Agreement.

19. Insurance. Lessee agrees to maintain, at its own expense, general liability insurance policy or policies. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina. Lessee agrees to maintain a policy with at least \$300,000.00 in coverage for a single individual, \$600,000.00 per occurrence. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. Lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain

insurance coverage as stated above shall constitute a breach of this agreement. However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance, in whatever form, during the term of this Lease Agreement.

Lessor shall maintain general liability insurance over the premises for which it keeps ownership during the term of this agreement.

20. Casualty. In the event the Leased Property or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the leased property is not rendered untenable by such damage.

21. Alterations and Improvements. The Lessee shall be allowed to make any major alterations to the Leased Property so long as it comports with the public nature of the project. The Lessee agrees to meet with County representatives for a design review prior to the commencement of construction. Lessee shall indemnify and hold harmless the Lessor against any mechanic's liens or materialmen's liens, lawsuits, or any other lien or action whereby money is being claimed as owed, arising out of the making of any alteration or improvements by Lessee to the Leased Property as herein provided.

22. Utilities. The Lessee shall be responsible for any and all utility charges for connections during its construction under the terms of this lease. The Lessor shall be responsible for service charges throughout the term of this agreement.

23. Default. If Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Tenant's creditors, or if (in any proceeding based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee of the leased property, or if any proceeding shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of the law of if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, or if there shall be a default in the payment of the rental reserved hereunder, or any part thereof for more than thirty (30) days after written notice of such default by the Lessor, or if there shall be a default in the performance of any other payment, covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days after written notice of such default by the Lessor, or if the Lessee losses or dissolves its non-profit corporation status regardless of the circumstances surrounding the dissolution, then Lessor may, at Lessor's sole option, terminate this Agreement.

24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT. LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, MEMBERS, AGENTS OR INVITEES DURING THE TERM (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER CAUSED BY NEGLIGENCE

OR GROSS NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

THE LESSOR SHALL NOT HOLD THE LESSEE RESPONSIBLE FOR ANY LIABILITIES THAT ARISE AS A RESULT OF THE LESSOR'S FAILURE TO COMPLY WITH THE AGREEMENT HEREIN OR ANY OTHER LIABILITY THAT MAY OCCUR PURSUANT TO A DIRECT ACT OR OMISSION OF THE LESSOR, WHETHER IN CONTRACT OR TORT. THE LESSEE COVENANTS AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

25. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this agreement shall be resolved through the 15th Judicial Circuit Court of South Carolina in Georgetown County only after non-binding mediation is held by a neutral mediator agreed to by both parties. **This agreement is not subject to arbitration.**

26. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

27. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to other rights and remedies available to either party in law or equity.

28. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessee: Sel Hemingway, Administrator
Georgetown County
PO Drawer 421270
Georgetown, SC 29442

If to Lessor: JB's Celebration Park, Inc.
1266 Parker Drive
Pawleys Island, SC 29585

With a copy to: Wesley P. Bryant, Esq.
Georgetown County Attorney
716 Prince Street
Georgetown, SC 29440

29. Waiver. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

30. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of its successors or legal representatives of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

31. Severability. If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

32. Gender and Singular. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

33. Captions. The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

34. Written Changes. This Agreement may not be changed orally, but only by agreement in writing and signed by both parties.

35. Acknowledged. It is acknowledged by both parties that Georgetown County has not appropriated funding for the construction of this park and is not liable for construction costs. It is further acknowledged by both parties that if the park were to be destroyed or severely damaged due to an Act of God that Georgetown County may not have appropriations at that time to reconstruct the park and the parties will meet to determine any subsequent action related thereto.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

WITNESSES

LESSOR: GEORGETOWN COUNTY

BY: _____

ITS: County Administrator

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that Sel Hemingway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

Christine Skinner
Brad Hawley

LESSEE: JBS CELEBRATION PARK, INC.

BY:

John G. Bink

ITS:

president

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, Hector Goveia Alonzo do hereby certify that Carolina Bink personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18 day of October, 2019.

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: Nov 22, 2020

LEASE and AGREEMENT
(Portion of TMS No: 04-0406-001-01-00)

4. Renewal Term. There shall be the option of a renewal term to be agreed upon in another writing utilizing terms to be negotiated at that time.

5. Early Termination. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's activities become prohibited, is rendered practically unfunded and/or unprofitable, the property is no longer needed or the Lessee acquires fee simple title to the property.

Lessor shall have the right to terminate this Agreement at any time during the term hereof if it is determined by either party the subject park has been damaged beyond repair due to acts of God.

Nothing herein precludes the parties from mutually terminating this agreement early by an agreed upon written amendment to this document. If the Leased Property is subject to a Condemnation action by an entity other than the Lessor, or if a portion is condemned, then, if the Lessee so desires, the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

Lessor shall have the right to terminate this Agreement upon written notice if at the end of eighteen (18) months, ~~in the Lessor's opinion,~~ after the execution date of this Agreement the Lessor reasonably determines after appropriate inquiry and investigation that the Lessee has not ~~broken ground and performing continuous~~ commenced construction of the park improvements and is not actively and continuously prosecuting such park improvements to completion, provided that the Lessee will be given additional time to commence construction after 18 months as reasonably agreed to by the parties in the event of delays caused by acts of God or other force majeure. Further, the park shall be ~~finally~~ completed within thirty six (36) months from the ~~execution date of this agreement,~~ that construction of the park improvements is commenced. The "completion" of the park is to be determined by the ~~Lessor's observation and opinion~~ existence of a walking trail, green space and signage.

6. End of Term. Upon expiration of the Initial Term, Renewal Term, or other termination of this Agreement, Lessee shall quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date. Any fixed improvements shall remain on the property and be transferred to the Lessor by bill of sale.

7. Holdover Occupancy. Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties, amending the terms of this agreement.

8. Rent and Lease Payments. Commencing on the date as written above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be One Dollar a year.** Said rent shall be prorated for the initial month and/or any partial months due to early termination, if needed. Rent shall not be subject to deduction. FURTHER, the Lessee shall be responsible for ~~any and all repairs, maintenance, and upkeep, regardless of cause, for restoring~~ turning over the property ~~to the same state of condition it is in at the commencement of this lease agreement~~ at the end of the Term in accordance with Section 6.

9. Security Deposit. A security deposit shall not be required for this agreement.

10. Fees and Taxes. Lessee's obligation under this paragraph shall include, without limitation, payments of any and all charges, taxes or fees imposed by Federal, State or Local governments, or any agencies thereof, on, in connection or resulting from or arising out of Lessee's use of occupancy of the Leased Property. Lessor shall timely pay all uniform fees and taxes, to include the Georgetown County Storm Water Fee if applicable, which may be assessed upon the Leased Property by all governing bodies with jurisdiction. The Lessee shall be responsible for and shall timely pay any and all personal property taxes which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting any and all associated construction, maintenance, and use activities due to the establishment of a Celebration Park.

If necessary, Lessee shall be allowed to install reasonable exterior signs and graphic materials on the Leased Property and for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the County of Georgetown.

12. Covenant of Quite Enjoyment. The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

13. Maintenance. Lessor, upon final completion of the construction of the park (to be evidenced in writing by JB's and delivered to the County) shall be responsible for all grounds maintenance and upkeep of the premises.

14. Repairs. Repairs that are needed due to any occurrence regardless of the cause or area needing repair shall be the responsibility of the Lessor during the term of this Lease Agreement.

15. Sublease/Assignment. Lessee agrees not to assign any interest of Lessee hereunder or sublet, license or permit any other party or parties to occupy any portion of the property without the express, written consent of the Lessor.

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of maintenance, repair, inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters and any other emergencies. Lessee also expressly recognizes the property is owned by the public and held in trust by the County so entry must be made available to the general public; no individual person, group, or company is to solely utilize the premises to the exclusion of others.

18. Compliance with Governmental Orders, Regulations, Etc. The Lessee covenants and agrees to comply with all governmental rules, laws and ordinances during the term of its lease. Any failure to do so by the Lessee will result in a breach of this Agreement.

19. Insurance. Lessee agrees to maintain, at its own expense, general liability insurance policy or policies. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina. Lessee agrees to maintain a policy with at least \$300,000.00 in coverage for a single individual, \$600,000.00 per occurrence. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. Lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain insurance coverage as stated above shall constitute a breach of this agreement. However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance, in whatever form, during the term of this Lease Agreement.

Lessor shall maintain general liability insurance over the premises for which it keeps ownership during the term of this agreement.

20. Casualty. In the event the Leased Property or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the leased property is not rendered untenable by such damage.

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22. Utilities. The Lessee shall be responsible for any and all utility charges for connections during its construction under the terms of this lease. The Lessor shall be responsible for service charges throughout the term of this agreement.

23. Default. If Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Tenant's creditors, or if (in any proceeding based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee of the leased property, or if any proceeding shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of the law of if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, or if there shall be a default in the payment of the rental reserved hereunder, or any part thereof for more than thirty (30) days after written notice of such default by the Lessor, or if there shall be a default in the performance of any other payment, covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days after written notice of such default by the Lessor, or if the Lessee losses or dissolves its non-profit corporation status regardless of the circumstances surrounding the dissolution, then Lessor may, at Lessor's sole option, terminate this Agreement.

24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT. LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN

CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, MEMBERS, AGENTS OR INVITEES DURING THE TERM (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

THE LESSOR SHALL NOT HOLD THE LESSEE RESPONSIBLE FOR ANY LIABILITIES THAT ARISE AS A RESULT OF THE LESSOR'S FAILURE TO COMPLY WITH THE AGREEMENT HEREIN OR ANY OTHER LIABILITY THAT MAY OCCUR PURSUANT TO A DIRECT ACT OR OMISSION OF THE LESSOR, WHETHER IN CONTRACT OR TORT. THE LESSEE COVENANTS AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

25. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this agreement shall be resolved through the 15th Judicial Circuit Court of South Carolina in Georgetown County only after non-binding mediation is held by a neutral mediator agreed to by both parties. **This agreement is not subject to arbitration.**

26. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

27. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to other rights and remedies available to either party in law or equity.

28. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessee: Sel Hemingway, Administrator
Georgetown County
PO Drawer 421270
Georgetown, SC 29442

If to Lessor: JB's Celebration Park, Inc.
1266 Parker Drive
Pawleys Island, SC 29585

With a copy to: Wesley P. Bryant, Esq.
Georgetown County Attorney
716 Prince Street

Georgetown, SC 29440

29. Waiver. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

30. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of its successors or legal representatives of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

31. Severability. If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

32. Gender and Singular. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

33. Captions. The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

34. Written Changes. This Agreement may not be changed orally, but only by agreement in writing and signed by both parties.

35. Acknowledged. It is acknowledged by both parties that Georgetown County has not appropriated funding for the construction of this park and is not liable for construction costs. It is further acknowledged by both parties that if the park were to be destroyed or severely damaged due to an Act of God that Georgetown County may not have appropriations at that time to reconstruct the park and the parties will meet to determine any subsequent action related thereto.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

WITNESSES

LESSOR: GEORGETOWN COUNTY

BY: _____

ITS: County Administrator

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that Sel Hemingway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

LESSEE: JB's CELEBRATION PARK, INC.

BY: _____

ITS: _____

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

Summary report: Litera® Change-Pro for Word 10.5.0.0 Document comparison done on 10/15/2019 4:01:46 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4847-9430-2877/2/19-07-16 Lease and Agreement JBs Celebration Park Wildcat Way.docx	
Modified DMS: nd://4847-9430-2877/4/19-07-16 Lease and Agreement JBs Celebration Park Wildcat Way.docx	
Changes:	
Add	7
Delete	8
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	15

Item Number: 10.d
Meeting Date: 10/22/2019
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 19-23 - AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council form of government and the County Council constitutes the governing body of the County.

Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the state may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code ("Title 11, Chapter 27") provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held, and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

The assessed value of all the taxable property in the County for the 2018 tax year, the last completed assessment thereof, is \$582,991,687. Eight percent of such sum is \$46,639,334. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$22,200,000. Thus, the County may incur not exceeding \$24,439,334 of additional general obligation debt within its applicable debt limitation.

County Council has determined it is in the best interest of the County to provide for the issuance and sale of not exceeding \$10,000,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) funding capital improvements projects; (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful corporate and public purposes as the County Council shall determine.

OPTIONS:

1. Adoption of Ordinance No. 19-23.
2. Decline adoption of Ordinance No. 19-23.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 19-23.

ATTACHMENTS:

Description		Type
▣	Ordinance No. 19-23 Issuance and Sale of General	Ordinance
	Obligation Bonds	

ORDINANCE NO. 2019-23

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF GEORGETOWN COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Georgetown County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), the County operates under the Council form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the state may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code ("Title 11, Chapter 27") provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County for the 2018 tax year, the last completed assessment thereof, is \$582,991,687. Eight percent of such sum is \$46,639,334. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$22,200,000. Thus, the County may incur not exceeding \$24,439,334 of additional general obligation debt within its applicable debt limitation.

(j) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$10,000,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) funding capital improvements (the "Projects"); (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful corporate and public purposes as the County Council shall determine.

(k) Pursuant to an Ordinance adopted by the County Council on March 26, 2013, the County has adopted Written Procedures related to Tax-Exempt Debt.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$10,000,000 principal amount of general obligation bonds of the County to be designated “\$10,000,000 (or such lesser amount issued) General Obligation Bonds, Series 2019 (or such other appropriate series designation) of Georgetown County, South Carolina” (the “Bonds”) for the purpose stated in Section 1(j) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. Without further authorization, the County Council hereby delegates to the Administrator the authority to determine (a) the par amount of the Bonds; (b) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Bonds; (d) redemption provisions, if any, for the Bonds; and (e) the time and date of sale of the Bonds. The County Council further delegates to the Administrator the authority to receive bids on behalf of County Council and the authority to award the Bonds to the lowest bidder therefor. After the sale of the Bonds, the Administrator shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on

such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may not be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied

annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the S.C. Code, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Declaration of Intent to Reimburse Certain Expenditures. This Resolution shall constitute the County's declaration of official intent pursuant to Regulation §1.150-2 of the Internal Revenue Code of 1986 as amended (the "IRC") to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the "Expenditures") with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to the Projects will be the County's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 14. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Initial Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Initial Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Initial Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Initial Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Initial Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of

the Initial Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Initial Bonds in fully-registered form, in substantially the form set forth in Exhibit to this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”). The Administrator is further authorized to ensure the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver at closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 20. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit E, having been published in the *Georgetown Times*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 21. Federal Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains Burr & Forman LLP (Burr Forman McNair), as Bond Counsel, and Compass Municipal Advisors, LLC, as Financial Advisor in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

Enacted this ____ day of _____, 2019.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

Date of First Reading:

Publication of Notice of
Public Hearing:

Date of Second Reading:

Date of Public Hearing:

Date of Third Reading:

APPROVED AS TO FORM:

County Attorney

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF GEORGETOWN
 GENERAL OBLIGATION BONDS, SERIES 2019

No. R-

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Georgetown County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed or wire transferred to the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft or wire transfer as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution of the State of South Carolina, 1895, as amended and laws of the State of South Carolina (the "State"), including Article X of the Constitution; Title 4, Chapter 15, of the Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. 2019-____ duly enacted by the County Council on _____, 2019.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, GEORGETOWN COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Georgetown County, South Carolina.

as Registrar

By: _____
Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program (“STAMP”) or similar
program.

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

Copies of the final approving opinions to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Georgetown County, South Carolina.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Georgetown County, South Carolina (the "County"), on _____, 2019, enacted Ordinance No. 2019-_____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF GEORGETOWN COUNTY, SOUTH CAROLINA, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO." (the "Ordinance"). The Ordinance authorizes the issuance and sale of not exceeding \$10,000,000 General Obligation Bonds, Series 2019 (the "Bonds") of the County. The proceeds of the Bonds will be used: (i) to fund capital improvements; (ii) to pay costs of issuance of the Bonds; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Georgetown County.

CHAIR, COUNTY COUNCIL OF GEORGETOWN
COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2019
OF GEORGETOWN COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Georgetown County, South Carolina (the "County") on _____, _____, 2019, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2019, of the County (the "Bonds").

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2019; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia, will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the lowest interest rate specified for any maturity shall not be more than 5% lower than the highest interest rate specified for any maturity. Bidders

are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE BONDS OR FOR LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, _____. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County within 24 hours after the award of the Bonds all necessary pricing information and any Underwriter identification necessary to complete the Official Statement.

Continuing Disclosure: In order to assist the bidders in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule"), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of Burr & Forman LLP (Burr Forman McNair), Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Financial Advisor: Compass Municipal Advisors, LLC, has acted as Financial Advisor to the County in connection with the issuance of the Bonds. In this capacity, Compass Municipal Advisors, LLC

provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The Bonds will be delivered on or about _____, 2019, in New York, New York, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement, Official Notice of Sale and Official Bid Form of the County with respect to the Bonds are available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the Bonds upon request to Burr Forman McNair, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@burr.com. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Bonds. For additional information, please contact the County's Financial Advisor, Brian G. Nurick, Managing Director, Compass Municipal Advisors, LLC; telephone (803) 765-1004, e-mail: brian.nurick@compassmuni.com.

GEORGETOWN COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Georgetown County, South Carolina (the “County”) in connection with the issuance of \$ _____ General Obligation Bonds, Series 2019, Georgetown County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2020, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population (most readily available);
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Annual and Estimated Market Value Summary of taxable property in County;
- (e) Tax rates for County;
- (f) Tax collections for County; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as

defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”) with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and

no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The provisions of this Section 11 shall apply if the School District is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Administrator

Dated: _____, 2019

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Georgetown County, South Carolina

Name of Issue: \$ _____ General Obligation Bonds, Series 2019,
Georgetown County, South Carolina

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that Georgetown County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

GEORGETOWN COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Georgetown County, South Carolina (the "County"), in County Council Chambers located at 716 Prince Street, Georgetown, South Carolina, at __:__ p.m. on _____, _____, 2019, or at such other location within the said County Courthouse as proper notice on the main entrance to the said County Courthouse might specify.

The purposes of the public hearing are to consider an Ordinance providing for the issuance and sale of general obligation bonds of Georgetown County, South Carolina (the "County"), Series 2019 or such other appropriate series designation (the "Bonds") in the principal amount of not exceeding \$10,000,000, the proceeds of which shall be used: (i) to fund capital improvements; (ii) to pay costs of issuance of the Bonds; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

CHAIR, COUNTY COUNCIL OF GEORGETOWN
COUNTY, SOUTH CAROLINA

Item Number: 11.a
Meeting Date: 10/22/2019
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-21 - An Ordinance to authorize the expenditure of surplus Capital Project Sales Tax funds authorized under the Capital Project Sales Tax Act (S.C. Code Ann. Section 4-10-340, et seq.) previously collected pursuant to a majority vote on a referendum ordered by Georgetown County Ordinance 2014-28 held on November 4, 2014; further to designate the projects for which the surplus proceeds may be used; and to provide for other matters relating thereto.

CURRENT STATUS:

Pending.

POINTS TO CONSIDER:

The South Carolina General Assembly has enacted the Capital Project Sales Tax Act, S.C. Code Ann. Section 4-10-300 et seq., pursuant to which the governing body may impose a one percent sales and use tax by ordinance, subject to a referendum, within the County area for a specific purpose or purposes and for a limited time to collect money for such purposes.

Georgetown County Council enacted Ordinance 2014-28 establishing a list of capital projects and calling for a referendum, and a referendum was held November 4, 2014 whereby the citizens of Georgetown County approved the imposition of a one cent sales tax during a four (4) year term for the funding of certain capital projects.

Upon the end of the 4 year term, Georgetown County Council considered the capital projects on the 2014 referendum and determined the Winyah Bay dredging project cannot be undertaken due to a number of essential and regulatory outside governmental agencies withdrawing funding and redesignating the project's priority to an indefinite timeframe resulting, along with more tax collected than initially projected, a surplus of tax proceeds.

Georgetown County Council, under code section 4-10-340, is authorized to allocate surplus funding for the purposes set forth in Section 4-10-330(A)(1) following an ordinance specifying the authorized purposes for which the funds will be used.

OPTIONS:

1. Adopt Ordinance No. 19-21 to authorize the expenditure of surplus Capital Project Sales Tax funds previously collected.
2. Do not adopt Ordinance No. 19-21.

STAFF RECOMMENDATIONS:

Recommendation to table Ordinance No. 19-21.

ATTACHMENTS:

Description	Type
-------------	------

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 19-21

An ordinance to authorize the expenditure of surplus Capital Project Sales Tax funds authorized under the Capital Project Sales Tax Act (S.C. Code Ann. Section 4-10-340, et seq.) previously collected pursuant to a majority vote on a referendum ordered by Georgetown County Ordinance 2014-28 held on November 4, 2014; further to designate the projects for which the surplus proceeds may be used; and to provide for other matters relating thereto.

WHEREAS:

1. The South Carolina General Assembly has enacted the Capital Project Sales Tax Act, S.C. Code Ann. Section 4-10-300 et seq., pursuant to which the governing body may impose a one percent sales and use tax by ordinance, subject to a referendum, within the County area for a specific purpose or purposes and for a limited time to collect money for such purposes; and
2. The Georgetown County Council, as the governing body of Georgetown County, South Carolina, enacted Ordinance 2014-28 establishing a list of capital projects and calling for a referendum; and
3. A referendum was held November 4, 2014 whereby the citizens of Georgetown County approved the imposition of a one cent sales tax during a four (4) year term for the funding of certain capital projects; and
4. Upon the end of the 4 year term, Georgetown County Council considered the capital projects on the 2014 referendum and has determined the Winyah Bay dredging project cannot be undertaken due to unforeseen, escalated costs as confirmed by the U.S. Army Corp of Engineers, resulting, along with more tax collected than initially projected, a surplus of tax proceeds; and
5. Georgetown County Council, under code section 4-10-340, is authorized to allocate surplus funding for the purposes set forth in Section 4-10-330(A)(1) following an ordinance specifying the authorized purposes for which the funds will be used; and
6. Georgetown County Council, after careful consideration of potential capital projects, has determined the list of projects below comports with Section 4-10-330(A)(1) and intends to use capital project sales tax surplus monies resulting from the 2014 referendum to fund these projects, including, if applicable, the purchase, design, engineering and construction, preparation or improvement of the projects established in this Ordinance including, if applicable, payment of such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to such capital projects.

NOW THEREFORE BE IT ENACTED BY THE GEORGETOWN COUNTY COUNCIL THAT:

1. The Winyah Bay dredging project listed in Ordinance 2014-28 cannot be undertaken due to unforeseen, escalated costs as confirmed by the U.S. Army Corp of Engineers.

2. A portion of the surplus funding resulting from the capital project sales and use tax, as authorized by the Capital Project Sales Tax Act, S.C. Code Ann. Section 4-20-300 et seq., Georgetown County Ordinance 2014-28, and by 2014 referendum, is designated to fund the following projects:

1. Horry Georgetown Technical College – Advanced Manufacturing Center	\$ 1.5 M
2. Pennyroyal Road Industrial Site	\$ 3.75 M
	<hr/>
	\$ 5.25 M

3. This Ordinance shall take effect immediately upon adoption.

4. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

5. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Georgetown County Council on _____.

ATTEST:

SIGNED:

Theresa E. Floyd, Clerk to Council

John Thomas, Chairman

REVIEWED BY: _____
Wesley P. Bryant, County Attorney

First Reading:

Second Reading:

Third Reading:

Public Hearing:

Item Number: 11.b

Meeting Date: 10/22/2019

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-24 - To amend the signage requirements for Building C located in the Pawleys Plaza Planned Development (PD) located at 10225 Ocean Highway in Pawleys Island.

The applicant is requesting an amendment to the approved sign package for Pawleys Plaza to allow for additional signage for Building C.

CURRENT STATUS:

A comprehensive sign package was approved for this PD in March of 2014. The plan was further amended in July of 2015 to allow for additional signage along the rear of Building C.

POINTS TO CONSIDER:

1. The property is located on the west side of US Highway 17 at its intersection with Petigru Drive in Pawleys Island. This PD is anchored by the Publix grocery store.
2. A new tenant, Rack Room Shoes, is planned for Building C. They will be using three tenant spaces. The three spaces will take up a total of five storefronts. Section 2.3.1 of the sign package allows for one sign per tenant, however tenants in Building C are allowed an additional sign on the rear façade facing Petigru. Rack Room has requested a total of two signs to be located on the façade facing the parking lot.
3. The sign pictured on sheet S01 is 35.5" high X 208" long for a total of 51.27 square feet. The sign pictured on sheet S02 is 19" high X 170.5" long for a total of 22.49 square feet.
4. The 2015 amendment also included a requirement that the signs for Building C be reduced by 25% for width and height. The building layout shown in the sign package shows five tenant spaces for this area on drawing 2.7.3. This would allow for a total of 78.75 SF of signage after the 25% reduction. The two signs as proposed total 73.76 SF which would still be within the allowed overall square footage for this portion of the building.
5. Section 2.2.1.1 requires that the width and height of the graphic logo must be no larger than the maximum allowed sign height. The proposed logo for Sign S01 exceeds the approved sign height of 24" with a height of 35.5".
6. The Pawleys Plaza signage requirements also state that tenant signs must be either reverse channel or routed aluminum letters with internal LED lighting or external illumination.
7. Based on the increased tenant space and store frontage utilized by the applicant, staff recommended approval for the use of the two signs for Rack Room Shoes as well as the increase in size for the logo and the text. Both signs should use reverse channel letters or routed aluminum letters with internal LED lighting or external illumination. The proposed amendment should only apply to the proposed signs for tenants in this portion of Building C.
8. The Planning Commission held a public hearing on this issue at their September 19th meeting. No

8. The Planning Commission held a public hearing on this issue at their September 14th meeting. No one but the applicant came forward to speak. She informed the Commission that the signs would not be visible from Ocean Highway and that the logo is nationally recognized. She also indicated that there no elevation off which to reflect the light for the routed aluminum letters and this would create mismatched signs.

9. The Commission voted unanimously to recommend approval for the applicant's signage as proposed which includes the two signs to be illuminated as shown.

FINANCIAL IMPACT:

Not applicable.

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 19-24 Pawleys Island Plaza Signage	Ordinance
<input type="checkbox"/> Pawleys Plaza signage rack room attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 19-24

**AN ORDINANCE TO AMEND THE PAWLEYS ISLAND PLAZA PLANNED
DEVELOPMENT TO AMEND THE MASTER SIGN PLAN**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF
GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL
ASSEMBLED THAT THE SIGNAGE REQUIREMENTS FOR THE PAWLEYS
ISLAND PLAZA PD BE AMENDED TO REFLECT THE ATTACHED SIGNAGE
PLAN FOR THE PROPOSED RACK ROOM SHOES TENANT IN BUILDING C
DATED 7-16-19.**

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2019.**

John W. Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 19-24, has been reviewed by me and is hereby approved as to form
and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS ISLAND PLAZA

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

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

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 04-0161-008-00-00
(Include all affected parcels)

Street Address: 10225 OCEAN HIGHWAY, BUILDING C

City / State / Zip Code: PAWLEYS ISLAND, SC 29585

Lot / Block / Number: _____

Existing Use: RETAIL COMMERCIAL

Proposed Use: N/A

Commercial Acreage: 12.01

Residential Acreage: —

Property Owner of Record:

Name: PAWLEYS PLAZA LLC

Address: 532 GOVERNOR MORRISON ST, STE 201

City/ State/ Zip Code: CHARLOTTE, NC 28211

Telephone/Fax: 980.237.9627

E-Mail: DREW@FERNCROFTCAPITAL.COM

Signature of Owner / Date: 

JOHN R. HOCKMEYER, MANAGER

Contact Information:

Name: DREW SADOWSKI

Address: 532 GOVERNOR MORRISON ST, STE 201, CHARLOTTE, NC 28211

Phone / E-Mail: 980.237.9627 DREW@FERNCROFTCAPITAL.COM

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

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-Mail: _____

Signature of Agent/ Date: _____

Signature of Owner /Date: _____

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

Adjacent Property Owners Information required:

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

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

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

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

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

Submittal requirements: 12 copies of 11 x 17 plans

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

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: TENANT WILL LEASE 3 CONTIGUOUS SUITES IN BUILDING C AND IS REQUESTING 2 FACADE SIGNS

Number of signs existing currently on site 0 (CURRENTLY NO TENANT(S))

Square footage of existing sign(s) 0

Number of Proposed signs: 2

Square footage of the proposed sign(s) SIGN 1 = 51.27 SF SIGN 2 = 22.49 SF
TOTAL = 73.76 SF

Submittal requirements:

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

SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: _____

Reason for amendment request: _____

Submittal requirements:

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

Pawleys Island Plaza
Property Location
RZPD 8-19-23551

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Pawleys Island Plaza

□ Lot Lines

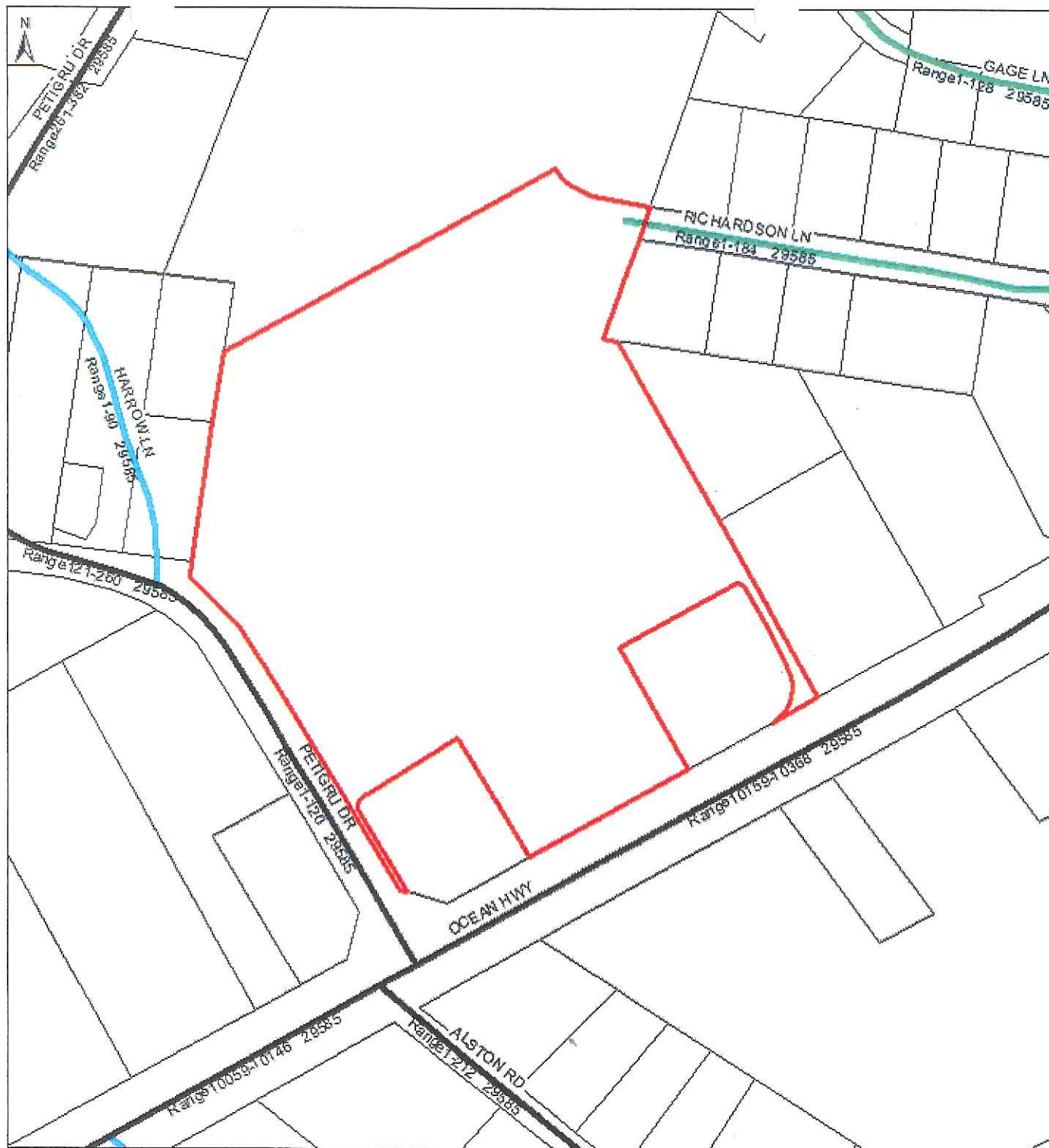
— Railroads

◆ Landmarks

Municipalities

0 70 140 280 420 560 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



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Pawleys Island Plaza Property FLU RZPD 8-19-23551

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Pawleys Island Plaza

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

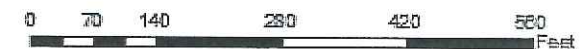
PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities



DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Pawleys Island Plaz Property Aerial RZPD 8-19-23551

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Island Plaza

Lot Lines

Railroads

Landmarks

2017 Hi Res Imagery

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 70 140 280 420 560 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



NOTICE OF PUBLIC HEARING

A request from Drew Sadowski with Pawleys Plaza, LLC to amend the signage requirements for Building C located in the Pawleys Plaza Planned Development (PD). The property is located at 10225 Ocean Hwy in Pawleys Island. TMS# 04-0161-008-00-00. Case Number AMPD 8-19-23551.

The Planning Commission will be reviewing this request on **Thursday, September 19, 2019 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

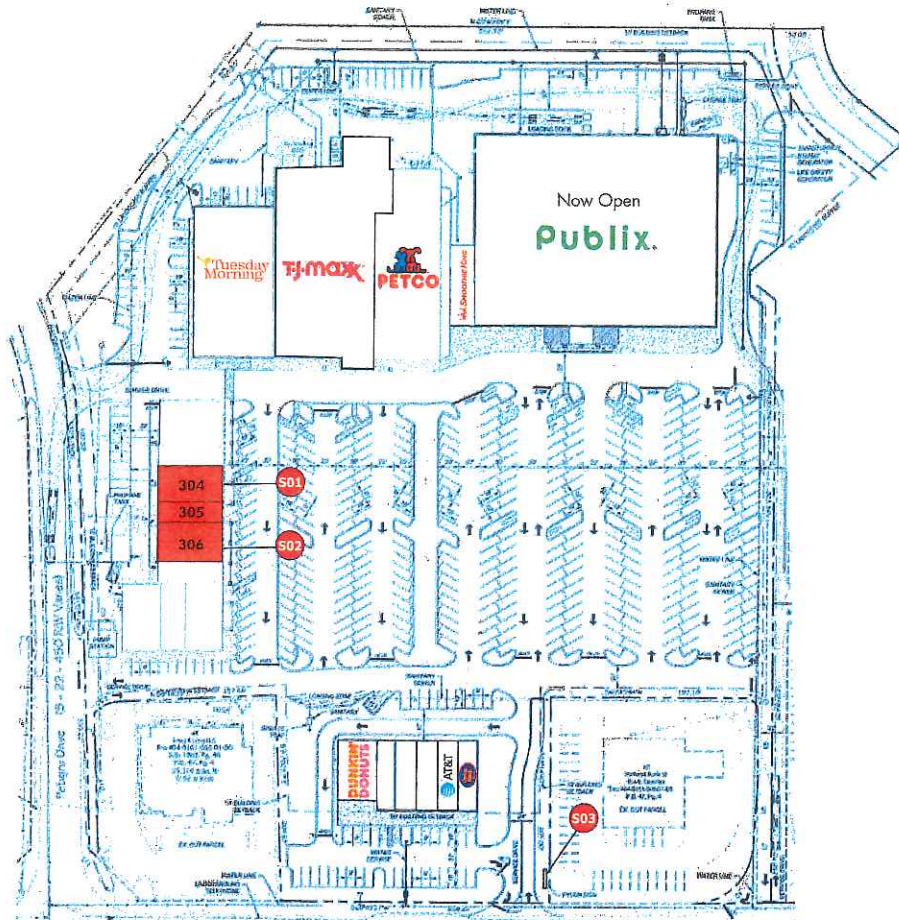


SO#104045

10225 Ocean Highway
Pawleys Island, SC 29585

Binder: 07/16/2019
Revised: 07/30/2019





S01 Tilted Square with Channel Letters and Bar



S02 Channel Letters and Bar



S03 Tenant Faces

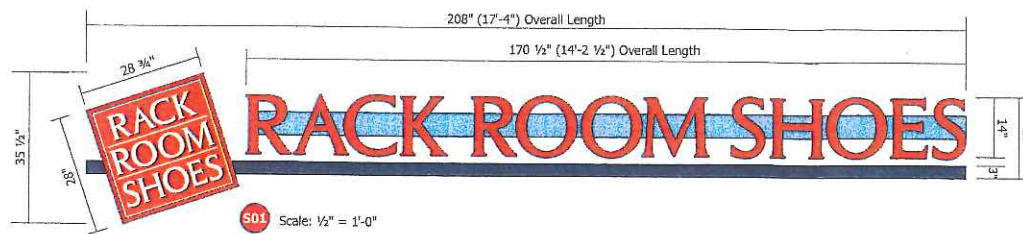


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800.772.7932
www.atlasblw.com

Revisions:
07/19/2019
07/30/2019

SP

PM: Kaytlyn S	Address: 10225 Ocean Highway
Drawn By: JS	City State: Pawleys Island, SC
Date: 07/16/2019	Drawing Number: 104045-SP



TILTED SQUARE

- 7" deep S/F Cabinet with aluminum retainers.
- Flat Acrylic faces with surface applied graphics.
- Cabinet is internally illuminated with GE Tetra LED modules.

COLOR SCHEDULE:

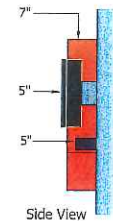
- Returns = Aluminum fabricated & painted to match 2119 Orange
- Retainers = Aluminum fabricated & painted to match 2119 Orange
- Face = 7328 white acrylic - flat with 3M 3630-44 Orange vinyl
- Copy = White with black vinyl Drop Shadow.
- Internal Illumination = GE Tetra LEDs - White

CHANNEL LETTERS

- 5" returns, Black (pre-finished) aluminum coil. Returns to house baffled drain-holes.
- Letter-backs of Ultra White aluminum. Letter interiors painted Ultra White.
- Acrylic faces secured with 1" Jewelite trimcap.
- Channel letters are internally illuminated with GE Tetra LED modules.
- Power supplies are located in raceway

COLOR SCHEDULE:

- Returns = Formed aluminum pre-finish Black (satin)
- Jewelite Trimcap = 1" Black
- Letter Faces = 2119 Orange acrylic
- Internal Illumination = Amber/Red LEDs
- Raceway = Painted to match fascia - TBD



ILLUMINATED BAR

- 5" returns aluminum coil with painted finish. Returns to house baffled drain-holes.
- Backs of Ultra White aluminum with interior painted Ultra White.
- Acrylic face secured with 1/2" (face side) x 3/4" (return side) aluminum retainer.
- Bar is internally illuminated with GE Tetra LED modules.

COLOR SCHEDULE:

- Returns = Formed aluminum painted PMS 281 Blue (satin)
- Aluminum Retainer = 1/2" x 3/4" formed aluminum painted PMS 281 Blue (satin)
- Letter Faces = 2447 White acrylic with 3M 3630-36 Blue vinyl overlay
- Internal Illumination = Blue LEDs

REVISIONS
1. All materials and fasteners meet 3004.4
2. All electrical components are UL listed, labeled and approved.
3. Sign grounded according to NEC 6007.7
4. Signs manufactured and listed NEC 600.3 and marked per NEC 600.4.
5. All branch circuits per NEC 600.5(B), 1 or 181.2.
6. All signs controlled by photocell or time clock per PBC 13-415, (APC), 1.4.
7. One visible 20 amp disconnect per sign per circuit per NEC 600.6(A), 1.

ACTION

Manufacture and install Tilted Square Logo with 14" Channel Letterset (raceway mounted) and 3" illuminated Bar

SQUARE FOOTAGE

Allowed: NTE 24" in height or 14'-0" in length
Proposed: 35.5" x 208" = 51.27 sq ft



FRONT ELEVATION Scale: 1/8" = 1'-0"



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Revisions:

07/19/2019
07/30/2019

S01

PM: Kaytlyn S

Drawn By: JS

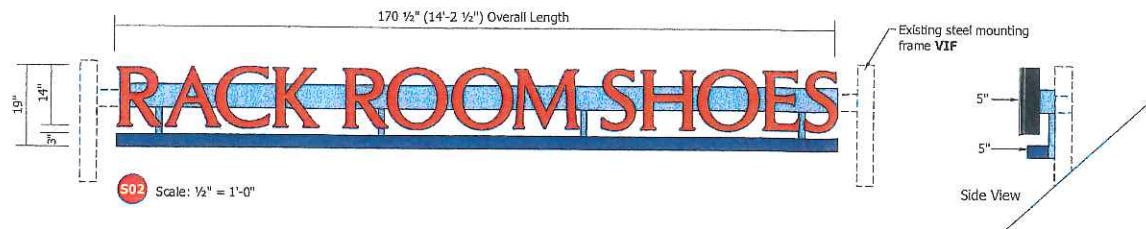
Date: 07/16/2019

Address: 10225 Ocean Highway

City State: Pawleys Island, SC

Drawing Number:

104045-S01



- ELECTRICAL NOTES**
1. All materials and fasteners meet 3004.4
 2. All electrical components are UL listed, labeled and approved.
 3. Sign grounded according to NEC 6007.7
 4. Signs manufactured and listed NEC 600.3 and marked per NEC 600.4.
 5. All branch circuits per NEC 600.5(B), 1 or (B) 2.
 6. All Signs controlled by photo-cell or time clock per FBC 13-415, (ABC), 1.4.
 7. One viable 20 amp disconnect per sign per circuit per NEC 600.6(A) 1.

ACTION

Manufacture and install 14" Channel Letterset (raceway mounted) with 3" illuminated Bar. Sign mounts to existing steel mounting frame with illuminated bar attached to raceway with hanging tubes.

SQUARE FOOTAGE

Allowed: NTE 24" in height or 14'-0" in length
Proposed: 19" x 170.5" = 22.49 sq ft

CHANNEL LETTERS

- 5" returns, Black (pre-finished) aluminum coil. Returns to house baffled drain-holes. Letter-backs of Ultra White aluminum; Letter Interiors painted Ultra White.
- Acrylic faces secured with 1" jewelite trimcap.
- Channel letters are internally illuminated with GE Tetra LED modules.
- Power supplies are located in raceway

COLOR SCHEDULE:

- Returns = Formed aluminum pre-finish Black (satin)
- Jewelite Trimcap = 1" Black
- Letter Faces = 2119 Orange acrylic
- Internal Illumination = Amber/Red LEDs
- Raceway = Painted to match fascia - TBD

ILLUMINATED BAR

- 5" returns aluminum coil with painted finish. Returns to house baffled drain-holes. Backs of Ultra White aluminum with interior painted Ultra White.
- Acrylic face secured with 1/2" (face side) x 3/4" (return side) aluminum retainer.
- Bar is internally illuminated with GE Tetra LED modules.

COLOR SCHEDULE:

- Returns = Formed aluminum painted PMS 281 Blue (satin)
- Aluminum Retainer = 1/2" x 3/4" formed aluminum painted PMS 281 Blue (satin)
- Letter Faces = 2447 White acrylic with 3M 3630-36 Blue vinyl overlay
- Internal Illumination = Blue LEDs



FRONT ELEVATION Scale: 1/8" = 1'-0"



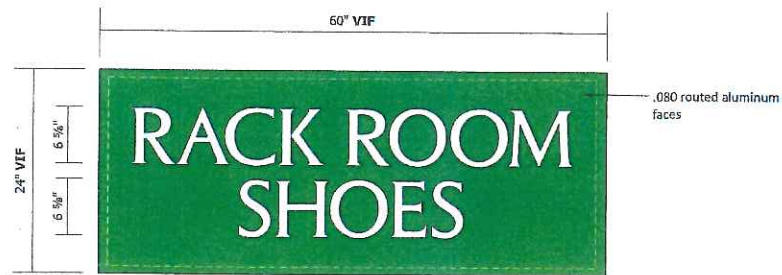
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Revisions:

07/19/2019
07/30/2019

S02

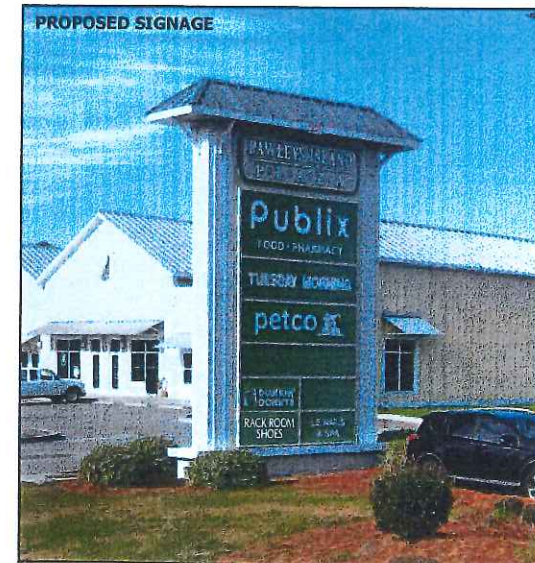
PM: Kaytlyn S	Address: 10225 Ocean Highway
Drawn By: JS	City/State: Pawleys Island, SC
Date: 07/16/2019	Drawing Number: 104045-S02



S03 Scale: 1" = 1'-0"

ACTION

Manufacture and install faces for existing D/F Tenant Pylon sign.
Faces are Routed aluminum backed with white acrylic.



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West Palm Beach, Florida 33404
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www.atlasbtw.com

Revisions:
07/19/2019
07/30/2019

S03

PM: Kaytlyn S	Address: 10225 Ocean Highway
Drawn By: JS	City State: Pawleys Island, SC
Date: 07/16/2019	Drawing Number: 104045-S03

Item Number: 11.c

Meeting Date: 10/22/2019

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45

CURRENT STATUS:

Georgetown County adopted an ordinance to establish base salaries for elected officials in 2005.

POINTS TO CONSIDER:

In 2005, Georgetown County Council enacted Ordinance No. 2005-45 establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County.

Council recognizes that 14 years have passed since it last updated base salaries. Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those employees serving in positions that are not elected who share comparable responsibilities and duties.

The adoption of Ordinance No. 19-25 by Georgetown County Council will serve to repeal and replace Ordinance No. 2005-45 in setting the base salaries of the constitutional elected officials in Georgetown County.

OPTIONS:

1. Adopt Ordinance No. 19-25 as proposed.
2. Decline the adoption of Ordinance No. 19-25.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 19-25 as proposed.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 19-25 To Establish the Base Salary for Elected Officials	Ordinance

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

ORDINANCE NO: 19-25

**AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY,
AND FURTHER REPEALING AND REPLACING ORDINANCE NO: 2005-45**

WHEREAS, in 2005, Georgetown County Council enacted Ordinance 2005-45 thereby establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County; and

WHEREAS, Council recognizes that 14 years have passed since it last updated base salaries; and

WHEREAS, Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those unelected employees who share comparable responsibilities and duties.

NOW, THEREFORE, it is ordained by the Georgetown County Council that Ordinance 2005-45 is hereby repealed and replaced with the following Ordinance, setting the base salaries of the constitutional elected officials as follows:

County Council Chairman:	\$19,433
County Council Member (6)	\$15,947
Auditor	\$52,715
Treasurer	\$55,657
Coroner	\$53,733
Clerk of Court	\$101,967
Sheriff	\$109,155

1. This ordinance does not reflect an increase in the current salary for County Council Chairman and members of County Council.
2. Base salaries of the Probate Court Judge, newly appointed Magistrates, and/or a newly appointed Master-In-Equity continue to be set by the State of South Carolina.
3. These base salaries listed herein are subject to the continuous accrual of annual cost of living increases, if any.
4. Should any word or phrase be declared invalid by a court the remaining provisions of this Ordinance shall remain in full force and effect.
5. Any other ordinance found inconsistent with this Ordinance shall be superseded to the extent necessary to give this Ordinance full force and effect.
6. The salaries set forth in this Ordinance, other than County Council members as stated above, shall be effective beginning January 1, 2020.

ADOPTED AT A PUBLISHED MEETING OF GEORGETOWN COUNTY COUNCIL THIS ____ DAY OF _____, 2019.

John Thomas, Chairman

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance has been reviewed and hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Item Number: 11.d
Meeting Date: 10/22/2019
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-27 - Amendment of the FY 2019/2020 Budget Ordinance.

CURRENT STATUS:

Pending Approval

POINTS TO CONSIDER:

Each year when budgets are being prepared for the ensuing fiscal year there are various budgeted projects and other purchases in progress. When the completion of such items does not occur prior to year-end it is necessary to "rollover" the appropriations and amend the budget in the following year to provide for the remaining expenditures.

Ordinance No. 19-27 will allow funding authorized in the FY 2018/2019 Budget to be carried forward to provide for expenditures in FY 2019/2020 associated with outstanding purchase commitments and completion of projects that were in progress at the end of the prior fiscal year.

FINANCIAL IMPACT:

The "rollovers" proposed in this ordinance only shifts appropriations from the prior year to the current year. Accordingly, there is no cumulative financial impact to the County.

OPTIONS:

1. Approve Ordinance No. 19-27 to amend the FY 2019/2020 Budget Ordinance
2. Reject Ordinance No. 19-27.

STAFF RECOMMENDATIONS:

Approve second reading of Ordinance No. 19-27.

NOTE: A motion to amend will be required at 2nd Reading to include the ordinance text.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2019-27 Budget Amendment	Cover Memo
<input type="checkbox"/> FY19 to FY20 Rollover Report	Cover Memo

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2019-27

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2019/2020 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: The General Fund revenue account, Fund Balance Reserve, is increased by \$192,620 and appropriations to various General Fund expenditure accounts are increased by a total of \$192,620 for outstanding encumbrances and ongoing projects at close of fiscal year 2019.
- Section 2: The Midway Fire Fund revenue account, Fund Balance Reserve, is increased by \$17,451 and appropriations to various Midway Fire Fund expenditure accounts are increased by a total of \$17,451 for outstanding encumbrances and ongoing projects at close of fiscal year 2019.
- Section 3: The Law Enforcement Fund revenue account, Fund Balance Reserve, is increased by \$86,750 and appropriations to various Law Enforcement Fund expenditure accounts are increased by a total of \$86,750 for outstanding encumbrances and ongoing projects at close of fiscal year 2019.
- Section 4: The Road Improvement Fund revenue account, Fund Balance Reserve, is increased by \$7,320,643 and appropriations to Road Improvement project expenditure accounts are increased by a total of \$7,320,643 for outstanding encumbrances and ongoing projects at close of fiscal year 2019 as well as future to be designated projects for fiscal year 2020.
- Section 5: The Emergency Telephone Fund revenue account, Fund Balance Reserve, is increased by \$721,000 and appropriations to various Emergency Telephone Fund expenditure accounts are increased by a total of \$721,000 for outstanding encumbrances and ongoing projects at close of fiscal year 2019.
- Section 6: The Capital Equipment Replacement Fund revenue account, Fund Balance Reserve, is increased by \$2,769,483 and appropriations to various Capital Equipment Replacement Fund expenditure accounts are increased by a total of \$2,769,483 for outstanding encumbrances and ongoing projects at close of fiscal year 2019.
- Section 7: The Environmental Services Fund revenue account, Fund Balance Reserve, is increased by \$579,895 and appropriations to Environmental Services Fund expenditure accounts are increased by a total of \$579,895 for outstanding encumbrances and ongoing projects at close of fiscal year 2019.
- Section 8: The Stormwater Drainage Fund revenue account, Fund Balance Reserve, is increased by \$1,719,132 and appropriations to various Stormwater Drainage Fund expenditure accounts are increased by a total of \$1,719,132 for outstanding encumbrances and ongoing projects at close of fiscal year 2019.

Section 9: This Ordinance No. 2019-27 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2019.

_____(Seal)
John Thomas, Chairman
Georgetown County Council

ATTEST:

_____(Seal)
Theresa E. Floyd, Clerk to Council

This Ordinance No. 2019-27 has been reviewed by me and is hereby approved as to form and legality.

_____(Seal)
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Georgetown County
FY18 Encumbered and other Proposed Project Budget Rollovers to FY19

Account Number	Amount	PO Number/Comments	Vendor	Purpose
General Fund				
010.109.50313	24,800	Per Clark Cooper request		Various Licences
010.109.50706	82,766	Per Clark Cooper request		Microsoft Exchange 2016
010.109.50707	14,526	PO 2019-608	Dell Marketing	Server upgrades
010.109.50707	13,743	PO 2019-643	Network Cabling	Courthouse camera installation
010.133.50706	29,404	PO 2017-205	Tyler Technologies	EnerGov Upgrade Software
010.129.50431	3,075	PO 2019-250	Government Brands Holding	Sturgis Payment Processing Services
010.129.50407	5,000	PO 2019-252	Government Brands Holding	Sturgis Payment Processing Services
010.579.50332	19,306	Per Beth Goodale		Signage at various park locations
Total General Fund	192,620	This rollover appropriation would come from fund balance		
Midway Fire Fund				
022.903.50707	17,451	PO 2019-609	Marshall's Marine	PWC and Trailer for Debordieu Community
Total Midway Fire	17,451	This rollover appropriation would come from fund balance		
Law Enforcement Fund				
060.205.50703	10,567	PO 2019-558	Rubin Enterprises Inc	Evidence storage building
060.205.50703	7,433	Additional Funding	In house expenses	Evidence storage building
060.205.50707	21,750	PO 2019-629	NDI Recognition System	Speed Trailer
060.205.50707	47,000	Per Clark Cooper		Network Upgrades
Total Law Enforcement Fund	86,750	This rollover appropriation would come from fund balance		
Road Improvement Fund				
066.906.50702	71,407	2018-00000379	Davis & Floyd	Locally Funded Comprehensive Roadway Design
066.906.50702	13,920	2018-00000572	Davis & Floyd	Zeb Ford Engineering Services
066.906.50702	5,966	2018-00000573	Davis & Floyd	Washington Hill Engineering Services
066.906.50702	15,486	2018-00000645	Stone Construction	Access Road Work - Big Dam Fire Station
066.906.50701	50,000	Per Ray Funnye request		Land for Mining Operations
066.906.50702	7,163,864	Remaining balance in account		
Total Road Improvement Fund	7,320,643	This rollover appropriation would come from fund balance		
Emergency Telephone Fund				
075.901.50707	376,334	PO 2019-590	Frontier Communications Corp	New 911 Equipment
075.901.50707	238,666	Per Joseph Williamson		Additional new 911 Equipment
075.901.50707	56,000	Per Joseph Williamson		(2ea) Vesta 911 Command Post Positions
075.901.50707	50,000	Per Joseph Williamson		911 Call Recording System
Total Emergency Telephone Fund	721,000	This rollover appropriation would come from fund balance		

Georgetown County
FY18 Encumbered and other Proposed Project Budget Rollovers to FY19

Account Number	Amount	PO Number/Comments	Vendor	Purpose
Capital Equipment Replacement Fund				
499.151.50713	69,404	2018-498	Cooper Mortor Company	Dodge Ram 5500 Custom Fuel Truck
499.151.50713	70,474	2019-603	Ginn Chrysler Jeep Dodge	Dodge Ram 5500 Tradesmen Vehicle
499.205.50713	4,262	2019-620	Applied Concepts Inc	Radar Units for 2 Tahoes K-9
499.205.50713	67,582	2019-617	Love Chevrolet Company	2 each 2019 K-9 Tahoes
499.205.50713	8,620	2019-621	ARC Acquisition US	Panasonic Data Terminals for K-9 Tahoes
499.205.50713	26,414	2016-618	Mobile Communication America	Upfit for K-9 Tahoes
499.205.50713	13,782	2019-619	Coban Technologies Inc	Body Cameras for K-9 Tahoes
499.205.50713	25,847	2019-401	Performance Automotive Group	Dodge Charger, Marked
499.205.50713	23,614	2019-415	Mobile Communications America	Upfit for Marked Chargers
499.205.50713	5,000	2019-363	West Chatham Warning Devices	Lights for Marked Chargers
499.207.50713	29,083	2019-419	Love Chevrolet Company	2019 Chevy Express
499.303.50713	27,289	2019-638	Butler Chrysler-Dodge Jeep	2020 Durango for Capital Projects
499.903.50707	17,451	PO 2019-609	Marshall's Marine	PWC and Trailer for Debordieu Community
499.903.50707	81,949	Per Email from Chief Eggiman		Boat/trailer & Motor and Haz Mat/command trailer
499.903.50713	1,575,913	2018-576	Fireline, Inc	Ladder/Aerial Appratus
499.903.50713	95,274	2019-545	Rackdale Country Ford	2 each Ford Expeditions
499.903.50713	16,707	2019-361	West Chatham Warning Devices	Add ons for 2 each Ford Expeditions
499.903.50713	31,202	2019-536	Santee Automotive	Dodge Ram Tradesmen Crew Cab
499.903.50713	10,336	2019-537	West Chatham Warning Devices	Add ons to Dodge Ram Tradesmen Crew Cab
499.903.50713	26,177	2019-538	Performance Automotive Group	Dodge 1500 Quad Cab
499.903.50713	9,976	2019-539	West Chatham Warning Devices	Add ons to Dodge 1500 Quad Cab
499.904.50713	250,908	2018-538	Taylor Made Ambulances	2 each 2018 Dodge 4500 Remount Ambulances
499.999.50713	32,220	2019-642	Vic Bailey Ford	Ford F-250
499.999.50713	250,000	per Chief Reed request		Squad Truck
Total CERF	2,769,483	This rollover appropriation would come from fund balance		
Environmental Services				
502.305.50707	40,478	PO 2019-456	Melton Electric Company	Replacement Emergency Generator
502.305.50713	73,364	PO 2019-607	Hydroforce, Inc	Water Truck
502.305.50713	31,639	PO 2019-639	Vic Bailey Ford	Ford F-150
502.305.50713	160,000	Per email from Ray Funnye		Tri-Axle Dump Truck
502.307.50713	155,563	PO 2019-240	Triple T Freightliner Inc	Roll-Off Truck with Cable Hoist
502.308.50707	47,012	PO 2019-644	WasteQuip Manufacturing	Containers for Recycling
502.308.50713	26,839	PO 2019-640	Vic Bailey Ford	Ford F-150
502.313.50703	25,000	Per email from Ray Funnye		Conveyor Pit Upgrade
502.313.50707	20,000	Per email from Ray Funnye		Sort Line Conveyor Belt
Total Environmental Services Fund	579,895	This rollover appropriation would come from fund balance		

Georgetown County

FY18 Encumbered and other Proposed Project Budget Rollovers to FY19

Account Number	Amount	PO Number/Comments	Vendor	Purpose
Stormwater Fund				
504.901-50705	5,454	14-00000314	Stantec Consulting Services	Hagley West Drainage Improvement Project
504.901-50705	19,644	2016-00000507	Stantec Consulting Services	Professional Services
504.901-50705	8,749	2016-00000710	Stantec Consulting Services	To #15 S Litchfield Drainage
504.901-50705	34,171	2017-00000326	Stantec Consulting Services	Contract Services
504.901-50705	21,162	2017-00000362	Stantec Consulting Services	To #17 MLK - Bent Tree Subdivision
504.901-50705	38,083	2017-00000686	Stantec Consulting Services	To #23 Running Water Drainage
504.901-50705	38,950	2018-00000064	Stantec Consulting Services	Commerce Tiller Drive Drainage
504.901-50705	38,505	2018-00000668	Earthworks Group	South First Street Drainage
504.901-50705	8,570	2018-00000669	Earthworks Group	Driftwood Drainage Project
504.901-50705	4,820	2018-00000670	Earthworks Group	Springs Outfall Drainage Project
504.901-50705	4,780	2018-00000671	Earthworks Group	Pond Road Sinkhole Assessment
504.901-50705	31,030	2019-133	Earthworks Group	Mallory Avenue and Upstream Drainage Outfall Improvements
504.901-50705	44,725	2019-157	Stantec Consulting Services	Old Plantation Dr. Drainage Improvement
504.901-50705	38,230	2019-159	Earthworks Group	Wesley Rd. Drainage Imp. And Maint Easement
504.901-50705	482,247	2016-160	Greenwall Construction	Hagley West Project
504.901-50705	10,278	2019-164	Stantec Consulting Services	Garden City Drainage Project
504.901-50705	29,320	2019-228	Earthworks Group	Peedee Land Watershed Drainage Improvements
504.901-50705	11,623	2019-233	Stantec Consulting Services	Deloach Trail Drainage Improvements
504.901-50705	157,050	2019-234	Stantec Consulting Services	Garden City Drainage Project
504.901-50705	25,800	2019-426	Stantec Consulting Services	Garrison Road Drainage Study
504.901-50705	16,050	2019-464	Earthworks Group	CCU and Constitution Park Bullhead Permitting
504.901-50705	5,260	2019-483	Parker Land Surveying	Tiara Lane Topo and Easements
504.901-50705	611,907	2019-519	Ben Cox LLC	Club Circle Drainage Improvements
504.901-50705	3,320	2019-595	Parker Land Surveying	Lee Avenue Drainage Survey
504.901.50706	29,404	2017-00000205	Tyler Technologies	Energov Software Upgrades
Total Stormwater Fund	<u>1,719,132</u>	This rollover appropriation would come from fund balance		

Item Number: 12.a
Meeting Date: 10/22/2019
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 19-28 - AN ORDINANCE TO AMEND ORDINANCE No. 2004-43
PERTAINING TO OPERATION OF VEHICLES, TO BE KNOWN AS "THE GEORGETOWN
COUNTY IMPROPER OPERATION ORDINANCE"

CURRENT STATUS:

First Reading by Title

Item Number: 15.a
Meeting Date: 10/22/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Tidelands Community Hospice Foundation - License for Property Use

CURRENT STATUS:

For many years Tidelands Community Hospice's signature fundraiser was the Festival of Trees. In the 1990's through the early 2000's, it was held in the common area of the Litchfield Exchange the first week of December. What began as a fundraiser soon became a community wide celebration for all ages and a tradition that ushered in the holiday season.

POINTS TO CONSIDER:

Tidelands Community Hospice Foundation would like to bring the Festival of Trees back to the Litchfield Exchange as a fundraiser benefitting Tidelands Community Hospice patients, families and as a community wide celebration. A request has been submitted to utilize the Litchfield Exchange common area during the first week of December (Thursday, December 5th – Saturday, December 7th 10:00 am – 4:00 pm) for this purpose. The event was held in the mall years ago and with the renovations and the renewed activity they have asked to bring it back. The event would be centered around pre-decorated trees and other crafts for sale.

OPTIONS:

1. Authorize proposed License to Utilize Property (Litchfield Exchange) with Tidelands Community Hospice Foundation.
2. Do not authorize proposed License to Utilize Property.

STAFF RECOMMENDATIONS:

Recommendation to authorize proposed License to Utilize Property (Litchfield Exchange) with Tidelands Community Hospice Foundation.

ATTACHMENTS:

Description	Type
▢ Tidelands Hospice Letter	Backup Material
▢ Tidelands Community Hospice License to Utilize Property	Exhibit



Tidelands
COMMUNITY HOSPICE
FOUNDATION

2591 N. Fraser Street Georgetown, SC 29440
Telephone: 843-546-3410 Fax: 843-520-6964
Website: tidelandshospice.org

Your community's locally based not-for-profit hospice,
serving Georgetown, Horry, and Williamsburg Counties since 1985

2019 Festival of Trees, "Coming Home"
benefitting Tidelands Community Hospice Foundation

To: Brian Tucker, Georgetown County
From: Barriedel Llorens, Foundation Director
Date: 25 September 2019
Re: 2019 Festival of Trees – Request to be held at the Litchfield Exchange

Brian,

For many years Tidelands Community Hospice's signature fundraiser was the Festival of Trees. In the 1990's through the early 2000's, it was held in the common area of the Litchfield Exchange the first week of December. What began as a fundraiser soon became a community wide celebration for all ages and a tradition that ushered in the holiday season.

It has been our desire to bring the Festival of Trees back to the Litchfield Exchange as a fundraiser benefitting Tidelands Community Hospice patients, families and as a community wide celebration. After participating in Rothrock Collections, *Christmas in July*, the decision was made to work toward making our desire a reality. Thanks to the generosity of Rothrock Collections, offering to be The Festival of Trees presenting sponsor, we are moving forward.

We are requesting to bring the Festival of Trees back to the Litchfield Exchange during the first week of December (Thursday, December 5th – Saturday, December 7th 10:00 am – 4:00 pm.) As we did previous years, we would like to decorate the common area in the spirit of the holidays transforming it into Christmas Village filled with excitement and activities enjoyed by adults and children and those occupying space in Litchfield Exchange.

Below you will find notes on Dates and Time, Trees for the Festival, Decorations and Activities being planned. I would like to begin contacting Tree Decorators and getting the word out as soon as possible, if you have any questions, concerns or if changes need to be made, please contact me (843-520-7714 office, 843-359-0432 cell). Also, please let me know if there is any additional information that you will need or if I need to contact businesses at the Litchfield Exchange

1) Dates, Time, Location:

- Dates-Event dates would be Thursday, December 5th – Saturday, December 7th with permission to begin decorating Monday, December 2nd.
- Time: 10:00 am – 4:00 pm *May possibly be event Friday 5:00 pm- 7:00 pm
- Location: The Festival of Trees and its activities and events would be held inside the Litchfield Exchange's common area.
- If there is a vacant space available, we request permission to use it as "office" area.

2) Trees for the Festival will be for sale through a Silent Auction and displayed in the common area and Rothrock Collections.

- The Trees will be artificial no taller than 36" (including stand or holder) decorated by individuals, organizations and groups, schools, churches and businesses.
- A decorating and safety guidelines form is given to all decorators and they must adhere to all guidelines.

3) Common area decorations:

- Decorations would not be anything that would be permanent, cause any damage to the interior, block any entrances or exits or businesses within the Exchange.
- We would be pleased to leave the decorations up, if desired, to be enjoyed by others during the holiday season.
- Featured in the decorations of the common area will be special pieces and table settings from Rothrock Collections.

4) Activities location and Fundraising aspects:

- All activities will take place within the interior of the Litchfield Exchange. As the Exchange is a public space there would be no admission fee for people to visit the Festival of Trees, everyone is welcomed.
- Funds will be raised through the Silent Auction of the Tabletop Trees, Tree of Hope ornaments, Comfort, Hope, Care Holiday cards, Wreaths, Raffle items and Special Events going on during day or after public hours (10:00 am – 4:00 pm)

5) Activities and Special Events: At this time these are the activities and special events we are planning. Others may be added or there may be some minor changes as we move forward.

- Entertainment: Musical entertainment by local church choirs (adults and children), local entertainers and dancers from local dance schools will be performing at various times in the common area.
- “Tea & Treats” (a no charge event) featuring Tea, Cookies & Music : As a way of giving back to community for their support over the years of Tideland Community Hospice invites residents of assisted living, nursing home facilities, and senior centers for a special viewing
- “Polar Express” (a no charge event): We invite local schools to bring their younger children on a field trip to the Festival of Trees. During their visit they have opportunity to view the trees, have Christmas stories read, refreshments and are given an ornament to hang on our Tree of Hope.
- “Santa’s Workshop” (a no charge event) to be held on Saturday for children to come visit Santa’s Workshop & Elves to make craft activities, storytelling, and refreshments.
- “Cookie Swap” (nominal charge to participate) complete with cookie decorating demonstration would be held on a specific day and time during the Festival.
- “Deck the Halls,” (nominal charge to participate) would feature wreath making and centerpiece demonstration and would be held on a specific day and time during the Festival.
- “Sip & See” (ticketed charge to attend) would be held Friday, December 6th 5:00 pm – 7:00 pm featuring refreshments, entertainment, and if allowed, Festival Champagne Punch.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

)
)
)
LICENSE TO UTILIZE PROPERTY
(Litchfield Exchange)

WHEREAS, Tidelands Community Hospice Foundation, in partnership with an on-site tenant, requests to use the inner common area of the Litchfield Exchange building, Pawleys Island, SC for a holiday display commonly known as the "Festival of Trees"; and

WHEREAS, it being apparent this location was utilized for this display prior to County ownership and acquiescence to the request will increase citizen traffic within the Exchange and support a community wide celebration of the holiday season.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth below, all being accepted by both parties and acknowledged herewith, the parties agree to the following terms:

1. Tidelands Community Hospice Foundation shall have access to and decorate the common area of the Litchfield Exchange building, owned by Georgetown County, for the first two weeks of December, 2019.
2. The scope of use by the Foundation is outlined in the attached letter which is, pro tanto, a part and parcel of this license.
3. The Foundation shall be responsible for removing all decorations and other additions utilized for the Festival.
4. Upon the removal, the Foundation agrees to restore the property to the current state of condition it was received as of the date this license is executed if any damage occurs.
5. Georgetown County disclaims all liability for any use of the property while under a license with the Foundation and the Foundation accepts liability associated with its use of the property pursuant to this license.
6. The Foundation expressly agrees to keep and maintain general liability insurance for its activities on the property for the duration of this license.
7. Any modifications to the terms of this license must occur in writing and executed by both parties.

This LISCENSE is executed this 8 day of October, 2019.

Tidelands Community Hospice Foundation

Barruete Flores
Its: Foundation Director

Georgetown County

Its: Administrator

Item Number: 15.b
Meeting Date: 10/22/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Execution of Option and Purchase Agreement with Red Mountain TimberCo III LLC

CURRENT STATUS:

On July 31, 2017, Georgetown County Council authorized entering into an Option and Purchase Agreement with Red Mountain Timber Company III LLC for a tract of property to be utilized by Georgetown County for the purpose of Economic Development. A First Amendment to the Option and Purchase Agreement was entered into on March 26, 2019.

POINTS TO CONSIDER:

The First Amendment to this Option and Purchase Agreement is scheduled to expire October 31, 2019. This information is presented to obtain direction on proceeding with this matter.

FINANCIAL IMPACT:

A non-refundable deposit of \$100,000 is required to be submitted simultaneously with the exercise of the option to purchase the tract of property described in the agreement. The purchase price of the property is \$3,792,000 subject to adjustment based on actual acreage variance that may result after performance of a boundary survey, if applicable. The original option deposit of \$25,000 and the additional \$100,000 due upon exercise of the option will be applied against the purchase price amount at closing.

Funding for the deposit amount due upon exercise of the option and all amounts due at closing are available and would be funded with accumulated balances in the restricted Special Economic Development Fund.

OPTIONS:

1. Authorize exercising of option to purchase property.
2. Deny request

STAFF RECOMMENDATIONS:

Authorize the County Administrator to proceed with exercising the option to purchase property, as outlined, from Red Mountain TimberCo III LLC by December 31, 2019 utilizing Special Economic Development funding.

ATTACHMENTS:

Description	Type
▣ Red Mountain TimberCo III LLC Option	Backup Material

▣ First Amendment to Option and Purchase Agreement

Backup Material

OPTION AND PURCHASE AGREEMENT

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

"Exercise Date" shall mean such date that the Purchaser notifies the Seller that Purchaser intends to close on the purchase of the Property and delivers the Additional Deposit.

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

"Option Period" is defined in Section 2.1 below.

"Permitted Title Exceptions" shall mean zoning or other laws restricting the use of the Property and those exceptions to title to the Property including recorded easements and rights-of-way of record and other title exceptions that, in each case, do not materially and adversely affect the Purchaser's intended use of the Property or that are satisfactory to the Purchaser as determined under this Agreement. Notwithstanding such definition of Permitted Title Exceptions, the permitted exceptions to be included in the Deed are set forth on Exhibit B attached thereto.

"Property" shall mean that 948 acre tract, more or less, of a certain parcel of real estate located on Pennyroyal Road in Georgetown County, South Carolina, more particularly described on *Exhibit A* attached hereto. Said parcel being subject to all zoning rules and regulations affecting the land other than as outlined in the Option Period Contingencies found herein, together with all easements, rights, privileges, remainders, reversions and appurtenances thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Seller therein, in the streets and ways adjacent thereto and in the beds thereof, either at law or in equity, in possession or expectancy, now or hereafter acquired. TMS No.: 01-0437-002-00-00.

"Purchase Price" shall mean Three Million Seven Hundred Ninety-Two Thousand and no/100 Dollars (\$3,792,000.00); provided, however, if Buyer elects to obtain a boundary survey of the property pursuant to Section 2.2 below, then upon Seller's approval thereof as provided in such paragraph, the Purchase Price will be adjusted to the product of the gross acreage shown by the approved survey multiplied by \$4,000.

"Releases" means properly executed releases of the Property from (i) any Master Stumpage Agreement, Pulpwood Supply Agreement, Pulpwood Support Agreement, Log Supply Agreement, and/or Log Support Agreement entered into between Seller, certain of its affiliates, and International Paper Company; and (ii) any mortgages, deeds of trust or similar instruments affecting the Property that secure a loan or loans obtained by Seller

1.2 Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement:

- (a) Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.
- (b) All references herein to particular articles, sections, subsections, clauses or exhibits are references to articles, sections, subsections, clauses or exhibits of this Agreement.

- (c) The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- (d) Each party hereto and its counsel have reviewed and revised (or requested revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

ARTICLE II

OPTION, PURCHASE, AND SALE; DEPOSIT; PAYMENT OF PURCHASE PRICE

2.1 Option Period. The Seller agrees, upon receipt of sufficient deposit described herein, to grant the Purchaser a TWO YEAR (2) option to purchase the Property, commencing on the Effective Date (such period being referred to herein as the "Option Period"). ***If the Purchaser elects to not exercise this option, this Agreement shall become null and void at the end of the Option Period.*** Unless this Agreement is terminated prior to the expiration of the Due Diligence Period, the Initial Deposit is non-refundable.

- (a) During the Due Diligence Period, the Purchaser shall have the privilege of going upon the Property with its agents or engineers for due diligence to include inspecting, examining, or surveying the Property. If Purchaser desires to enter upon the Property to perform non-invasive inspections or for any other reason, Purchaser shall provide Seller with at least three (3) days' prior written notice of such entry. To the extent permitted by law, Purchaser will indemnify, defend and hold Seller harmless from any loss, action, claim or damage suffered by Seller or the Property (including reasonable attorneys' fees) on account of Purchaser's (its employees, agents, and contractors) entry to the Property as provided herein. Purchaser will keep the results of its inspections confidential. No invasive testing of the Property shall be completed without Seller's prior written consent, to be granted or withheld by Seller in its sole and absolute discretion. The terms of this paragraph, including but not limited to the indemnity and confidentiality provisions, shall survive Closing or the termination of this Contract. If an issue is discovered that would prevent, in the opinion of the Purchaser, marketable title being transferred to the Purchaser then the Purchaser may elect to terminate this Agreement by written notice given on or before the expiration of the Due Diligence Period and receive a full refund of its Initial Deposit. Such early termination must occur prior to the expiration of the Due Diligence Period in order to receive an Initial Deposit refund.
- (b) During the Option Period, this agreement is CONTINGENT on the Purchaser implementing and acquiring the successful rezoning of the property to either an industrial, planned unit development or flexible design district zoning classification. The failure of Purchaser to acquire this zoning classification does not automatically terminate this Agreement; however the Purchaser shall have the option to early termination of this Agreement or to let the Option Period expire thereby nullifying the Agreement if the re-zoning is unsuccessful. If any re-zoning attempt by the Purchaser is unsuccessful, resulting in the Purchaser's

election to early termination of the Agreement, the Initial Deposit shall be refunded to the Purchaser if such election is made during the Due Diligence Period.

- (d) Purchaser may exercise this Option at any time during the Option Period by delivering (i) written notice of its intention to do so as set forth herein prior to the expiration of the Option Period, and (ii) the Additional Deposit. From and after the Exercise Date, this Agreement shall be deemed for all purposes a legally enforceable contract between Seller and Purchaser for the sale and purchase of the Property upon the terms and conditions herein provided. Upon exercise of the Option, the Closing shall occur on or before the Closing Date.

2.2 Purchase and Sale; Legal Description; Survey. The Seller agrees to sell and the Purchaser agrees to purchase the Property for the Purchase Price and in accordance with the other terms and conditions set forth herein. At the Closing, the Seller will transfer the Property to the Purchaser by the legal description for the Property set forth on *Exhibit A* attached hereto, which is the legal description from Seller's vesting deed. Notwithstanding the foregoing, Purchaser may obtain, at its expense, a recordable survey of the Property which shall be reasonably acceptable to Seller. If Purchaser elects to obtain and survey, then (i) the survey and accompanying legal description must be delivered to Seller at least ten (10) days prior to Closing, (ii) the survey must include an electronic copy in CAD or DWG format viewable in ArcMap (an ESRI product) and the projection used for such file (along with the latitude and longitude coordinates for a minimum of two (2) points that fall within the Property and labeled on the plat within 0.01 geographic second), and (iii) Seller must approve the survey.

2.3 Deposit. The Initial Deposit shall be delivered by the Purchaser to the Seller upon execution of this Agreement, and the Additional Deposit, if any, shall be delivered on the Exercise Date, and the Deposit shall be considered a part of the Purchase Price and shall be deducted from the overall Purchase Price at Closing. The Initial Deposit is refundable as outlined above only during the Due Diligence Period. The Additional Deposit is not refundable except in the event of Seller default, as set forth in Section 8.1 below.

2.4 Property Condition. Purchaser agrees that it is acquiring the Property in "as is condition."

2.5 Title Review. During the Option Period, the Purchaser, if it elects, shall examine title to the Property, and shall notify the Seller of any defects in title other than the Permitted Title Exceptions that the Purchaser is unwilling to accept. Within three (3) days after such notification, the Seller shall notify the Purchaser whether the Seller is willing to cure such defects; the Seller's failure to so notify the Purchaser shall be deemed to be the Seller's refusal to cure all such defects. If the Seller is willing to cure such defects, the Seller shall act promptly and diligently to cure such defects at its expense. If such defects consist of deeds of trust, mortgages, mechanics' liens, tax liens or other liens or charges in a fixed sum, the Seller, if it elects to do so, shall pay and discharge such defects at Closing. If the Seller is unwilling or unable to cure any other such defects by Closing, the Purchaser shall elect (a) to waive such defects and proceed to Closing without any abatement in the Purchase Price or (b) to terminate this Agreement, whereupon, if such termination occurs during the Due Diligence Period, the Option Deposit shall be returned to Purchaser. The Seller shall not, after the date of this Agreement, subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements or other title matters or seek any zoning changes or take any other action which may affect or modify the status of title without the Purchaser's prior written consent, which consent shall not be unreasonably withheld

or delayed. All title matters revealed by the Purchaser's title examination and not objected to by the Purchaser as provided above shall be deemed Permitted Title Exceptions. At the Closing, Seller will deliver the Releases, without any need on the part of Purchaser to object to the items therein released.

2.6 Payment of Purchase Price. At Closing, the Purchaser shall pay the balance of the Purchase Price, as adjusted for the Deposit, payment of transaction expenses and prorations as provided in this Agreement, to the Seller or other applicable party at Closing by making a wire transfer of immediately available federal funds to the account of the Seller or other applicable party, or other acceptable means such as certified funds, as specified in writing by the Seller.

ARTICLE III **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

Seller hereby makes the following representations, warranties and covenants with respect to the Property:

3.1 Organization and Power. The Seller the has all requisite powers and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of the Seller hereunder.

3.2 Authorization and Execution. This Agreement has been duly authorized by all necessary action on the part of the Seller, has been duly executed and delivered by the Seller, (and assuming that this Agreement constitutes a valid and binding obligation of Purchaser) constitutes the valid and binding agreement of the Seller and is enforceable in accordance with its terms (except as enforcement may be limited by (and subject to) the provisions of the United States Bankruptcy Code and other applicable laws which affect the rights and remedies of creditors generally).

3.3 Noncontravention. The execution and delivery of and the performance by the Seller of its obligations under this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, the Seller's Organizational Documents or any agreement, judgment, injunction, order, decree or other instrument binding upon the Seller, or result in the creation of any lien or other encumbrance on any asset of the Seller. Upon (and assuming consummation of) the Closing, there will be no outstanding agreements (written or oral) pursuant to which the Seller (or any predecessor to or representative of the Seller) has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof which have not expired.

3.4 Authorization. The Seller possesses all requisite Authorizations, each of which is valid and in full force and effect, and no provision, condition or limitation of any of the Authorizations has been breached or violated.

3.5 Brokerage Commission. The Seller has not engaged the services of, nor is it or will it become liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to the transactions described herein. The Seller shall indemnify and defend the Purchaser against any loss, damage or claim arising from any claim for a broker's or finder's fee, commission or other amount due by any party or entity claiming by, through or under Purchaser resulting from the transactions contemplated by this

Agreement, which indemnification shall survive any termination of this Agreement for a period of one (1) year.

ARTICLE IV
PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Purchaser hereby makes the following representations, warranties and covenants with respect to the Property:

4.1 Organization and Power. Purchaser is a body politic, duly organized, and is validly existing and in good standing under the laws of the State of South Carolina, and has all corporate power and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and any document or instrument required to be executed and delivered on behalf of the Purchaser hereunder.

4.2 Authorization and Execution. This Agreement has been duly authorized by all necessary action on the part of the Purchaser, has been duly executed and delivered by the Purchaser, (and assuming that this Agreement constitutes a valid and binding obligation of Seller) constitutes the valid and binding agreement of the Purchaser and is enforceable in accordance with its terms (except as enforcement may be limited by (and subject to) the provisions of the United States Bankruptcy Code and other applicable laws which affect the rights and remedies of creditors generally). There is no other person or entity whose consent is required in connection with the Purchaser's performance of its obligations hereunder.

4.3 Noncontravention. The execution and delivery of this Agreement and the performance by the Purchaser of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon the Purchaser or result in the creation of any lien or other encumbrance on any asset of the Purchaser.

4.4 Brokerage Commission. The Purchaser has not engaged the services of, nor is it or will it become liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to the transaction described herein. The Purchaser shall indemnify and defend the Seller against any loss, damage or claim arising from any claim for a broker's or finder's fee, commission or other amount due any person or entity claiming by, through or under Purchaser resulting from the transactions contemplated by this Agreement, which indemnification shall survive any termination of this Agreement for a period of one (1) year.

4.5 No Other Representations or Warranties: AS-IS.

- (a) Purchaser represents, warrants and agrees that (i) except as, and solely to the extent, specifically set forth in this Agreement, neither Seller nor any of the employees, agents or attorneys of Seller make any verbal or written representations, warranties, promises or guaranties whatsoever to Purchaser, whether express or implied, of any sort or nature relating to the condition (physical, financial or otherwise) or operation of the Property, the access, fitness for any specific use, merchantability, habitability, or the lie and topography, of

all or any portion of the Property, the existence, location or availability of utility lines for water, sewer, drainage, electricity or any other utility, the laws, regulations and rules applicable to the Property or the compliance (or non-compliance) of the Property therewith, any environmental laws, regulations and rules (or other laws relative to hazardous materials) applicable to the Property or the compliance (or non-compliance) of the Property therewith, the quantity, the use or occupancy of the Property or any part thereof or any other matter or thing affecting or relating to the Property or the transactions contemplated hereby, and Purchaser has not relied upon any such representations, warranties, promises or guarantees or upon any statements made in any informational brochure or reports of any nature whatsoever with respect to the Property, and (ii) the Purchaser at the completion of the Due Diligence Period will have examined the Property, and based upon such examination, will at Closing be familiar with the physical condition thereof, and will have conducted such investigations of the Property as Purchaser considers appropriate, and unless terminated early during the Due Diligence Period has elected to proceed with the transaction having made and relied solely on Purchaser's own independent investigation, inspection, analysis, appraisal, examination and evaluation of the facts and circumstances except as, and solely to the extent, specifically set forth in this Agreement.

- (b) Except as specifically provided for in this Agreement, Purchaser agrees to accept the Property "as is" in its present condition, subject to reasonable use, wear, tear and natural deterioration of the Property between the date of this Agreement and the Closing Date.

4.6 No Assignments. The Purchaser represents, as an express condition to this Agreement, it shall not assign this Agreement or any rights hereunder to a 3rd party without the express, written consent of the Seller, which may be withheld in Seller's sole discretion.

ARTICLE V

CONDITIONS AND ADDITIONAL COVENANTS

5.1 Purchaser's Conditions. The Purchaser's obligations hereunder are subject to the satisfaction of the following conditions precedent and the compliance by the Seller with the following covenants:

- (a) Seller's Deliveries. The Seller shall have delivered to the Escrow Agent or the Purchaser, as the case may be, on or before the date of Closing, all of the documents called for by Section 6.2 hereof.
- (b) Representations, Warranties and Covenants; Obligations of Seller. All of the Seller's representations and warranties made in this Agreement shall be true and correct as of the date hereof and as of the date of Closing as if then made in all material respects, and the Seller shall have performed all of its covenants and other obligations under this Agreement.

5.2 Seller's Conditions. The Seller's obligations hereunder are subject to the satisfaction of the following conditions precedent and the compliance by the Purchaser with the following covenants:

- (a) Purchaser's Deliveries. The Purchaser shall have delivered to the Escrow Agent or the Seller, as the case may be, on or before the date of Closing, all of the documents called for by Section 6.3 hereof.
- (b) Representations, Warranties and Covenants; Obligations of Purchaser. All of the Purchaser's representations and warranties made in this Agreement shall be true and correct as of the date hereof and as of the date of Closing as if then made in all material respects, and the Purchaser shall have performed all of its covenants and other obligations under this Agreement.

ARTICLE VI CLOSING

6.1 Closing. IF THE OPTION IS EXERCISED, Closing shall be held in the offices of the closing attorney, or at a location that is mutually acceptable to the parties, on the Closing Date. Possession of the Property shall be delivered to the Purchaser at Closing.

6.2 Seller's Deliveries. At Closing, the Seller shall deliver to Purchaser all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged on behalf of the Seller:

- (a) The Deed.
- (b) The Releases.
- (c) Such reasonable agreements, affidavits or other documents as may be normally required by a title company to issue an owner's title policy; provided, however, that (x) under no circumstances will Seller deliver copies of its operating, partnership or other formation documents, nor will Seller be obligated to provide good-standing or similar certificates, provided that evidence of its existence and/or good-standing is available electronically; and (y) Seller will not be required to execute any affidavits that expand its limited warranties set forth herein and in the Deed.

6.3 Purchaser's Deliveries. At Closing, the Purchaser shall pay or deliver to the Seller the following:

- (a) The Purchase Price.
- (b) Such agreements, affidavits or other documents as may be required by a title company to issue an owner's title policy.

6.4 Mutual Deliveries. At Closing, the Purchaser and the Seller shall mutually execute and deliver each to the other:

- (a) A closing statement reflecting the Purchase Price and the adjustment and prorations required hereunder and the allocation of income and expenses required hereunder.
- (b) Such other and further documents as may be reasonably required by either party hereto or their respective counsel.

6.5 Closing Costs. Except as is otherwise provided in this Agreement, each party hereto shall pay its own legal fees and expenses. Seller shall pay recording fees for the Releases. Notwithstanding anything contained herein to the contrary, other than real estate taxes due and payable for the calendar year, which shall be prorated to the date of Closing, Purchaser shall pay all other closing costs including, without limitation, documentary stamps, deed transfer tax, other taxes (including, but not limited to, rollback taxes, recoupment fees and taxes occasioned by a change in use of the Property), recording fees, wire transfer fees, overnight delivery charges, title costs and all fees and expenses of Purchaser's attorneys, closing agents, or consultants. Real Estate taxes shall be prorated to the date of Closing, with the Purchaser responsible for any taxes accruing or due and payable after the Closing contemplated herein; provided, however, in no event will Seller be responsible for any portion of said taxes that is attributable to Purchaser's change in use of the Property or failure to maintain the Property enrolled in any special tax program during the applicable tax period.

ARTICLE VII

CONDEMNATION; RISK OF LOSS

7.1 Condemnation. In the event of any actual or threatened taking, pursuant to the power of eminent domain, of all or any portion of the Property, or any proposed sale in lieu thereof, the Seller shall give written notice thereof to the Purchaser promptly after the Seller learns or receives notice thereof. If all or any part of the Property is, or is to be, so condemned or sold, all proceeds, awards and other payments arising out of such condemnation or sale (actual or threatened) shall be paid or assigned, as applicable, to the Purchaser at Closing.

ARTICLE VIII

TERMINATION RIGHTS

8.1 Termination by Purchaser. If, prior to Closing, the Seller defaults in performing any of its obligations under this Agreement, and the Seller fails to cure any such matter within ten (10) business days after notice thereof from the Purchaser, the Purchaser, at its option, may elect either (a) to terminate this Agreement whereupon the Seller shall return the Deposit to Purchaser; or (b) be entitled to sue Seller for specific performance of this Agreement. Further, as outlined above, the Purchaser may elect early termination pursuant to other terms of this Agreement contained herein.

8.2 Termination by Seller. If, prior to Closing, the Purchaser defaults in performing any of its obligations under this Agreement (including its obligation to purchase the Property), and the Purchaser fails to cure any such default within ten (10) business days after notice (with no cure period for failure to close the purchase of the Property) thereof from the Seller, then the Seller may elect, at its option, either (a) to terminate this Agreement and retain the Deposit, or (b) be entitled to sue Purchaser for specific performance.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by the parties hereto.

9.2 Assignments. The Purchaser shall not have the right to assign all or any part of its interest in this Agreement without the prior written consent of the Seller, which consent may be withheld in the Seller's sole discretion, and any such attempted assignment without the Seller's consent shall be null and void and of no further force or effect and may result in the termination of this agreement in accordance with Section 8.2.

9.3 Successors. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors.

9.4 Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days.

9.5 Governing Law. This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina, in the 15th Judicial Circuit.

9.6 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

9.7 Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.8 Costs. Except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation fees of attorneys, engineers and accountants.

9.9 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable

overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses and with such copies as designated below:

If to the Seller: Georgetown County
Attn: Sel Hemingway, County Administrator
716 Prince Street
Georgetown, SC 29440
shemingway@gtcounty.org

with a copy to: Wesley P. Bryant, County Attorney
716 Prince Street
Georgetown, SC 29440
wbryant@gtcounty.org

If to the Purchaser: Red Mountain Timber Co. III, LLC
c/o Resource Management Services
Suite 360, 31 Inverness Center Parkway
Birmingham, AL 35242
ATTN: Stephanie Bloyd

or to such other address as the intended recipient may have specified in a notice to the other party. Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party and the Escrow Agent in a manner described in this Section. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when actually delivered, if delivered by hand, one (1) day after sending, if sent by overnight delivery service, or three (3) days after sending, if sent by certified mail. The respective attorney of each party may give notices on behalf of that party under this Agreement with the same effect as though such notices were given by the respective party.

9.10 Incorporation by Reference. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

9.11 Intentionally Deleted.

9.12 Time of Essence. Time is of the essence with respect to every provision hereof.

9.13 Confidentiality. The Seller and the Purchaser and their representatives, including any brokers or other professionals, shall keep the existence and terms of this Agreement strictly confidential, except to the extent disclosure is compelled by law or under the SC FOIA, and then only to the extent of such compulsion, and except to the potential lessees, lenders, managers, underwriters, investors and the like and their agents, employees, consultants, managers, accountants, lawyers and other professional advisers on a need to know basis.

9.15 Non-Imputation. Purchaser hereby acknowledges that the obligations of Seller hereunder are those solely of the Seller and not of its council members, directors, affiliates, agents or employees (collectively, the "Seller Affiliates"). Purchaser hereby agrees that its sole recourse for any actions, claims, liabilities, damages and demands of every nature whatsoever, whether known or unknown, arising out of any matter in connection with or under this Agreement or the transactions

contemplated hereby, to the extent specifically provided for by this Agreement, shall be to Seller's interest in the Property and that Purchaser shall have no right to seek such damages from, or allege a cause of action against, the Seller Affiliates.

9.16 Survival. The provisions of this Article IX shall survive the Closing or earlier termination of this Agreement.

ARTICLE X **HARVESTING**

10.1 During Option Period. During the Option Period, Seller shall have the right to continue silvicultural operations and harvesting on the portions of the Property depicted on the map attached hereto and entitled "Reserved Timber GT3508". Purchaser, in exercising its right of entry as set forth in Section 2.1(a), shall not interfere with any such operations.

10.1 After Closing. If Seller has not completed any planned harvests on or before the Exercise Date, then the Deed delivered at Closing shall include a timber reservation as set forth on *Exhibit C* attached hereto.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed in their names by their respective duly-authorized representatives.

Witness



PURCHASER:

GEORGETOWN COUNTY

By: 

Its: Administrator

SELLER:

RED MOUNTAIN TIMBER CO III LLC

By: _____

Its: _____

EXHIBIT A

The parties acknowledge that the attached map accurately reflects the Property that Seller intends to sell and Purchaser intends to purchase. In the event of any discrepancy between the legal description set forth in this Exhibit A and the map, the map shall control, and the parties agree to execute such corrective instruments as may be reasonably required to conform said legal description to the Property depicted in the map. This provision shall survive the Closing of this transaction.

Parcel 84

45.1138.0.0

Tax Parcel Number 01-0437-002.00.00
Compartment #1373-508

IP Map Numbers: 154; 116

S. R. MOYD (154)

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown and State of South Carolina, measuring and containing Thirty (30) acres more or less, in School District 1 & 2 Santee and Pennyroyal, butting and bounding as follows: North by lands of A. Winterstein; East by lands of Ben Allston Estate; South and West, by lands of Lee Neely; being the same premises conveyed to W. B. Gamble by H. B. Bruorton, Sheriff of Georgetown County, by deed dated September 11, 1935, and recorded in the Office of the Clerk of Court for Georgetown County in Book N -2 at page 210.

Said property being all or a portion of the property referenced in a plat by S. P. Harper, dated October 11, 1947, which plat is referenced solely in aid of the description of the property.

Said property being MORE RECENTLY SHOWN as containing Fifteen and Twenty Six Hundredths (15.26) acres on that certain "**Map of Property of International Paper Company S. R. Moyd Tract**", surveyed by S. M. Harper, October 1952; a copy of which is attached hereto as "**Parcel 84-A**".

45.1139.0.0

AND

MOURISENA (116)

All that Plantation or Tract of land situate, lying and being in the County of Georgetown and State of South Carolina, known as Mauricena Plantation and composed of those two separate tracts formerly called Springfield and Jessamine, measuring and containing, according to a plat thereof made by E. N. Beaty, C. E., dated January 25, 1918, One Thousand Two Hundred Fifty Two (1252) acres; butting and bounding to the Northeast on Sampit River; to the South and Southeast on Penny-Royal Creek and Turkey Creek and lands now or formerly of F. A. Bell, M. D., and lands of Estate of Moyd; to the West and Northwest on Woodstock Plantation and Sampit River, and having such shape, form, marks, courses and distances as are more fully represented and delineated upon the aforesaid plat, which is hereby declared to be part and parcel hereof. Being the same premises which were conveyed to M. L. McLeod and Wilson W. Smith by deed dated December 31, 1943 and recorded in said County in Book F-3 at page 402, wherein the same are described as One Thousand (1000) acres, more or less, but which according to the aforesaid Plat, actually embrace the aforesaid area of One Thousand Two Hundred Fifty Two (1252) acres. Said property can be more fully shown on that certain plat of "Mourisena" surveyed for International Paper, by S. P. Harper in October 11, 1947 and recorded in the Office of the ROD for Georgetown County in Plat Book K at page 66 and again in Plat Book N at page 39.

SAVING, EXCEPTING AND RESERVING unto Henry H. Shelor and John H. E. Stelling, of and from the above described premises Thirty Five (35) acres of high land, more or less, and One Hundred Eleven and Six Tenths (111.6) acres of rice fields, more or less, containing in the

aggregate One Hundred Forty Six and Six Tenths (146.6) acres located in the Northeast section of the above described premises and more particularly described as follows: Beginning at a cedar tree on the South bank of the Sampit River at the mouth of an old rice field ditch S 35° W 10.60 chains along said ditch to a pine;

thence due East 16.11 chains to a pipe;

thence North 67° E 11.61 chains to a pipe on the edge of an old rice field at the mouth of the drain;

thence following the West edge of said rice field in a Southerly direction to Penny Royal Creek;

thence following Penny Royal Creek in a Northerly direction to the Sampit River;

thence following Sampit River in a Westerly direction to the point of beginning.

Said property being the same as conveyed by deed of Henry H. Shelor and John H. E. Stelling recorded May 24, 1947 in the Office of the Clerk of Court for Georgetown County in Book Q at page 83.

Said property being MORE RECENTLY SHOWN on that certain map of “**Mourisena surveyed for International Paper**”, surveyed by S. P. Harper, October 11, 1947 and revised September 1972; a copy of which is attached hereto as “**Parcel 84-B, 1-2**”.

GIS Mapping Georgetown C
Georgetown County Me
+
georgetown.maps.arcgis.com/apps/webappviewer/index.html?id=dd15212b17bb49c93cb017390d517699
Georgetown County
NewsAgenda Login
GTC Agenda
NewsAGENDA
Real Property Official
SC Statehouse
SCAHS Station
GIS - Gtown (2)

Georgetown County Map Server
with Web AppBuilder for ArcGIS

Find address or place
Save Online

Owner Name: Ou/Ole: 22-154

PLAT	TMS	01-0437-002-00-00
22-154	01-0437-002-00-00	

House:

Name	Address
PENNYROYAL RD	RED MOUNTAIN TIMBER CO
ILLIC	C/O RESOURCE MANAGEMENT
AD1	9418 HIGHMARKET ST
AD2	GEORGETOWN
City	SC
State	29440

EXHIBIT B

FORM OF DEED

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

LIMITED WARRANTY DEED

This Instrument Prepared By:

Victor Haley
Eversheds Sutherland
999 Peachtree Street, NE
Atlanta, GA 30309-3996
Telephone: (404) 853-8000

Please Return Recorded Document To:

THIS INDENTURE, made effective as of the _____ day of _____, 2017, between RED MOUNTAIN TIMBERCO III LLC, a Delaware limited liability company, duly authorized by law to transact business in the State of South Carolina, having an address of: c/o Resource Management Service, Inc., 31 Inverness Center Parkway, Suite 360, Birmingham, Alabama 35242, (hereinafter referred to as the “GRANTOR”), and _____, a _____, having an address of _____ (together with its/his/her heirs, successors and assigns, hereinafter referred to as “GRANTEE”).

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed and by these presents does grant, bargain, sell, alien, convey, and confirm unto Grantee the following described property, to wit:

All those tracts or parcels of land more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof, together with all prescriptive and inchoate rights and interests appurtenant thereto, and together with all of the buildings, structures, improvements, and woodyards located thereon and all trees, timber, saplings and seedlings, including, without limitation, all down and standing trees, and all other property whether real, personal or mixed, tangible or intangible thereon, including all rights-of-way, servitudes, easement rights, licenses and permits appurtenant thereto (collectively the "Property"), and Grantor's interest, if any, in any and all minerals, mineral rights, subsurface materials, extractable subsurface materials or deposits.

Without expanding by implication the limited warranty set forth herein, this conveyance and the warranty of title set forth herein are made subject to the matters set forth on **Exhibit B** attached hereto and by this reference made a part hereof, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property, said exhibit being incorporated herein by reference for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the said bargained premises unto Grantee and unto its respective successors and assigns, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behalf of Grantee and its successors and assigns, forever, **IN FEE SIMPLE**.

Except with respect to the Permitted Exceptions, Grantor covenants with Grantee that it will forever warrant and defend said title to said lands against all lawful claims and encumbrances claiming by, through or under Grantor; provided, however, Grantor does not by this conveyance warrant, nor will it defend, title to any oil, gas or minerals on, in or under the Property.

[INTENTIONALLY LEFT BLANK]

[SEE NEXT PAGE(S) FOR SIGNATURES]

EXHIBIT A to Deed

LEGAL DESCRIPTION

[INSERT LEGAL]

All of which being a portion of that certain property that was conveyed by Sustainable Forests, L.L.C. to Red Mountain TimberCo III LLC by Limited Warranty Deed dated November 3, 2006, and recorded in the office of the Register of Deeds for Georgetown County on December 14, 2006, in Record Book 301 at Page 1, as corrected by Corrective Limited Warranty Deed recorded December 29, 2009 as Instrument Number 200900038850 in Book 1400, Page 1, aforesaid records and by International Paper Company to Red Mountain TimberCo III LLC by Quitclaim Deed dated November 3, 2006 and recorded in aforesaid records December 16, 2006 as Instrument Number 200600027259, Book 302 at Page 1.

EXHIBIT B to Deed

PERMITTED EXCEPTIONS

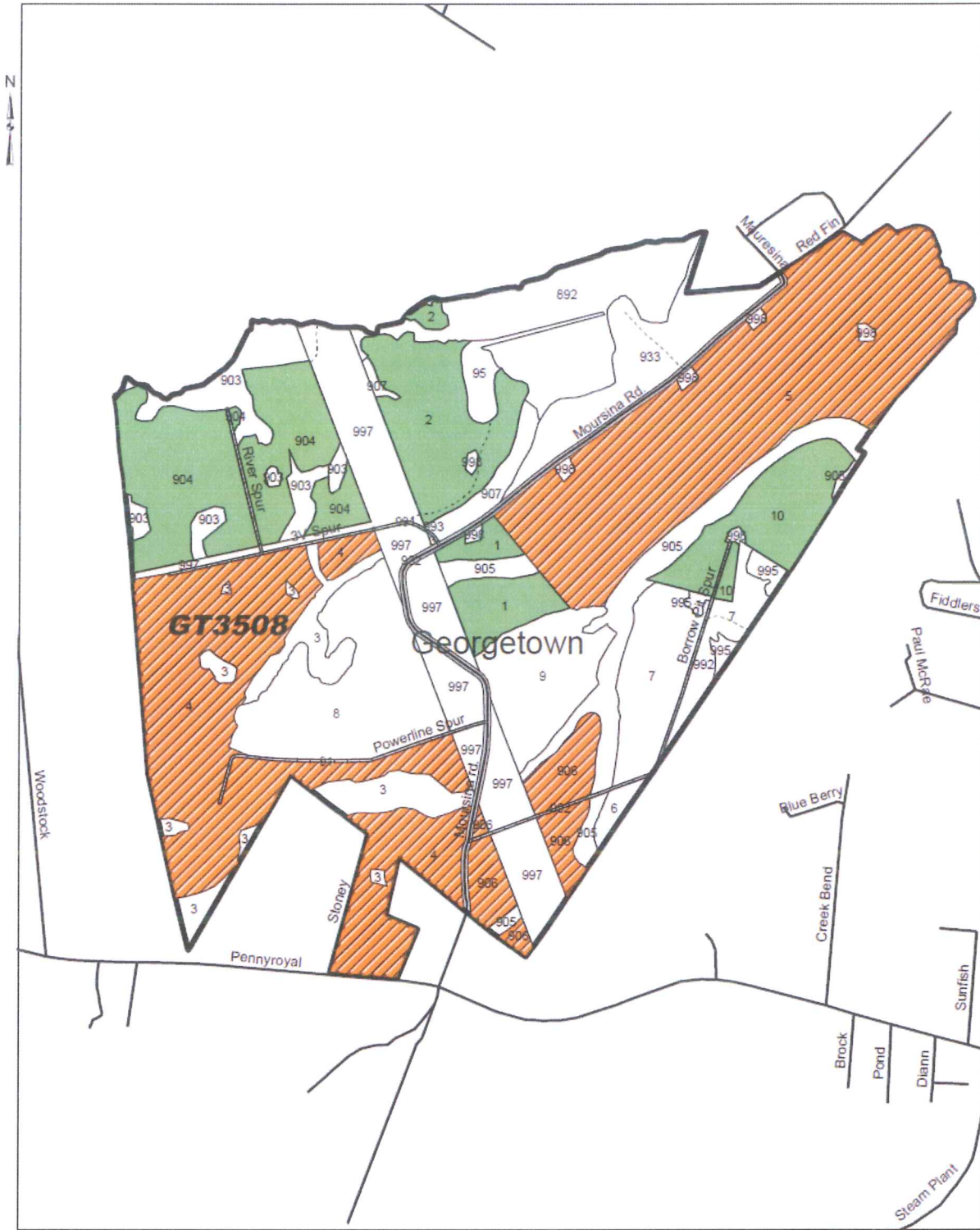
1. Ad valorem taxes not yet due and payable.
2. All existing zoning restrictions.
3. All matters that would be revealed by an accurate survey of the Property.
4. Riparian rights of others in and to any creeks, rivers, lakes or streams located on the Property.
5. All prior conveyances, transfers and reservations of oils, gas, coal, lignite, clay, sand, coal bed methane and other minerals of any kind or character or any interest therein.
6. All matters appearing in the public records of Georgetown County, properly indexed, and in the chain of title to the Property, or any portion of the Property.
7. Rights of third persons and/or public authorities and utilities in and to that portion of the Property located within the boundaries of roads, highways, easements, and rights-of-way, whether of record, on the ground or acquired through prescription.
8. Reservations, if any, contained in that certain Limited Warranty Deed dated November 3, 2006, between Sustainable Forests, L.L.C., a Delaware limited liability company, and Red Mountain TimberCo III LLC, a Delaware limited liability company, recorded in Book 301, Page 1, Instrument Number 200600027216, Georgetown County, South Carolina records, as corrected.

EXHIBIT C

TIMBER RESERVATION

1. **Reservation.** Grantor will reserve timber rights on the portions of the Property containing approximately ____ acres (Compartment ____, Stand ____) and more particularly depicted on the map attached hereto, until the date that is one (1) year from the effective date of this Deed, as the same may be extended or earlier terminated as provided herein (the "Reservation Period"), together with the right of access to the Property for purposes of thinning, clear-cut harvesting, cutting, piling, and removing said timber in the usual and customary manner.
2. **Operations.** In conducting its operations on the Property, Grantor will comply with the Best Management Practices promulgated or customary in the State where the Property is located, and Grantor will repair any damage to roads on the Property caused by Grantor's operations during the Reservation Period. Except as may be limited or directed by said State Best Management Practices, Grantor will be solely responsible for determining and directing the manner in which it conducts business on the Property, including without limitation time and manner of access and operations, and Grantee will have no rights whatsoever to limit, restrict, dictate, supervise, or otherwise direct Grantor's operations on the Property, except as may be otherwise expressly provided herein.
3. **Force Majeure.** If Grantor is unable to perform its operations on the Property at any time during the Reservation Period on account of severe weather, storms, fire, other acts of God, labor strikes, governmental restrictions, or any similar matters outside of Grantor's control, the Reservation Period will be extended for such additional time as may be reasonably necessary for Grantor to complete its operations. Grantor will notify Grantee of any delays caused by said events of force majeure.
4. **Early Termination and Partial Release.** If Grantor completes its operations on the Property prior to the natural expiration of the Reservation Period, Grantor may provide written notice of said completion to Grantee, whereupon the Reservation Period will terminate automatically as of the date of Grantor's notice, Grantor's rights of access to the Property for harvesting, cutting and other operations will terminate, and title to the remaining timber on the Property, if any, will automatically revert to Grantee. In addition, Grantor may, at its sole election, provide such notice of completion of operations as to a portion or portions of the Property, whereupon the Reservation Period will terminate as to such portion or portions of the Property (collectively, the "Released Tract") but remain in effect for the remainder of the Property until expiration or earlier termination as provided herein.
5. **Release of Liability.** Upon the expiration or earlier termination of the Reservation Period, Grantor will be automatically released from all liability to Grantee and any other party with respect to the Property (or the Released Tract, as applicable) and Grantor's operations thereon, including without limitation damage to persons or to any portion of the Property or Released Tract, as applicable. Notwithstanding such automatic release and termination, upon request by either party, the parties will execute written releases of the timber reservation described herein, which shall be in recordable form. One or more releases may be requested from time to time as to a Released Tract prior to expiration or termination of the Reservation Period as to the entire Property. The requesting party may, at its sole cost, cause such release to be recorded in the records of the County or Parish where the Property is located.

Reserved Timber GT3508



-  = Clearcut
-  = Thinning

This map is not warranted for completeness or accuracy



First Amendment to Option and Purchase Agreement

This First Amendment to Option and Purchase Agreement (this "Amendment") is made as of the 26 day of March, 2019 by and between Georgetown County ("Purchaser") and Red Mountain TimberCo III LLC ("Seller").

RECITALS

A. Purchaser and Seller are parties to that certain Option and Purchase Agreement with an effective date of July 31, 2017 (the "Option") regarding certain land located in Georgetown County, South Carolina.

B. The parties desire to enter into this Amendment to make those changes to the Option as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. **Option Period.** Section 2.1 of the Option is amended to provide that Option Period shall expire on October 31, 2019.

2. **Miscellaneous.** All other terms and provisions of the Option remain in full force and effect, and Seller and Purchaser hereby ratify and affirm the Option, as amended by this Amendment. All capitalized terms used herein shall have the meanings given them in the Option. All exhibits attached hereto are incorporated herein by this reference.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Amendment to be executed effective as of the date set forth above.

PURCHASER

Georgetown County

By: 
Its: County Administrator

SELLER

Red Mountain TimberCo III LLC

By: _____
Its: _____

Item Number: 16.a
Meeting Date: 10/22/2019
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

CURRENT STATUS:

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

POINTS TO CONSIDER:

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28th and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
 - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
 - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.

12. The Planning Commission held public hearings on this request on both August 17th and September 24th. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, *a motion to amend* will be required.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Deferred pending internal review by County Attorney.

ATTORNEY REVIEW:

Yes

Item Number: 16.b
Meeting Date: 10/22/2019
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-26 - An Amendment to Article XIII, Section 1304, Exceptions To Article XIII, of the Zoning Ordinance. This section outlines tree removal activities that are exempt from tree protection.

CURRENT STATUS:

1. Currently, public utilities are exempt from the tree regulations.
2. Section 1304.5, Rights-of-way, Easements, and Public Utilities. states that; public road rights-of-way except those relating to subdivisions referred to in Section 1301.7, easements for utilities and drainage, wells, lift stations and water storage tanks shall be exempt from this ordinance.

POINTS TO CONSIDER:

1. The County has become aware of situations recently that involve the removal of trees in road rights-of-way. It is possible that alternatives exist in situations that could result in saving some or all affected trees.
2. A proposed ordinance amendment regarding private utility work in road rights-of-way is attached. Essentially, this proposal would result in private utility work in rights-of-way not being exempt from the tree ordinance.
3. The Planning Commission will need to review the ordinance and make a recommendation to County Council.

FINANCIAL IMPACT:

na

OPTIONS:

1. Approve first reading of the amendment and send it to the Planning Commission for their review.
2. Reject the ordinance and do not amend the Tree Regulations.
3. Defer the matter.

STAFF RECOMMENDATIONS:

Defer action pending review by the Georgetown County Planning Commission.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 19-26 Amendment to Tree Ordinance	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-26

AN ORDINANCE TO AMEND ARTICLE XIII, TREE REGULATIONS, SECTION 1304.3 UTILITIES AND SECTION 1304.5 RIGHTS-OF-WAY, EASEMENTS AND PUBLIC UTILITIES, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XIII, TREE REGULATIONS, SECTION 1304.3, UTILITIES, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.

1304.3 Utilities. The ability of public utilities and electric suppliers to maintain safe clearances around existing utility lines shall not be affected by this ordinance. Tree cutting not associated with the safety or proper operation of the utility falls under the provision of this ordinance. Trees may be removed from existing ditches or storm water infrastructure if they are impeding adequate operation of the system. Trees located along drainage swales may not be removed unless an engineer provides clear evidence that the storm water system is measurably impacted by the tree. If the subject tree and swale are located in a County easement or are a part of a County approved storm water system, this determination shall be made by the County Public Works Director who shall consult the Planning Director.

This section exempting public utilities from the provisions regarding removal of trees shall not include private parties installing utilities in public rights-of-way or easements. Such private installations of utilities shall comply with this ordinance.

BE IT FURTHER ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XIII, TREE REGULATIONS, SECTION 1304.5, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC UTILITIES, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.

1304.5 Rights-of-way, easements and public utilities. Public road rights-of-way except those relating to subdivisions referred to in Section 1301.7, easements for utilities and drainage, wells, lift stations and water storage tanks shall be exempt from this ordinance. **However, the installation by a private party of utilities in a right-of-way or easement as stated in section 1304.3 of this ordinance is not exempt from this ordinance.**

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2019.

_____(SEAL)
John W. Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 19-26 has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____