

Council Members

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

**County Administrator**

Angela Christian

Clerk to Council

Theresa E. Floyd

April 13, 2021

5:30 PM

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Meeting - March 23, 2021**
- 6. CONSENT AGENDA**
 - 6.a Contract #19-034, Task Order 12, Patching Trey Ave.**
 - 6.b Contract #20-038-SC, Task Order #02, Waverly Road Multiuse Path and Drainage Improvements Design**
 - 6.c Contract #20-038-TH, Task Order #03, Petigru Drive Multiuse Path and Drainage Improvements Design**
 - 6.d Procurement #21-013, FY21 Municipal Lease/Purchase Financing for Vehicles and Heavy Equipment**
 - 6.e Procurement #21-016, Grass Cutting and Grounds Maintenance for Western Parks Section**
 - 6.f Procurement #21-027, Emergency Marshwalk Repairs**
 - 6.g Procurement #21-028, Opticom Emergency Vehicle System**
 - 6.h Procurement #21-030, Sea Ark Commercial 2672 Workhorse boat, motor, trailer and equipment**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 21-09 – An Ordinance Authorizing (1) the Execution and Delivery of a First Amendment to an Existing Fee**

In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The "County"), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto.

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

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

9. RESOLUTIONS / PROCLAMATIONS

- 9.a Proclamation No. 21-06 - To Declare the Week of May 16-22, 2021, as Public Works Week in Georgetown County
- 9.b Proclamation No. 21-07 - In recognition of National County Government Month
- 9.c RESOLUTION NO. 21-08 - A RESOLUTION COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN GEORGETOWN COUNTY AND PROJECT LAMBERT I; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO
- 9.d RESOLUTION NO. 21-09 - A RESOLUTION COMMITTING TO

**NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES
AGREEMENT BETWEEN GEORGETOWN COUNTY AND
PROJECT LAMBERT II; IDENTIFYING THE PROJECT; AND
OTHER MATTERS RELATED THERETO**

10. THIRD READING OF ORDINANCES

- 10.a Ordinance No. 21-09 – An Ordinance Authorizing (1) the Execution and Delivery of a First Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The “County”), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto.**

11. SECOND READING OF ORDINANCES

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

- 12.a Ordinance 21-16 - An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal**

Year Beginning July 1, 2021, and Ending June 30, 2022; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Nonprofit Spotlight -- Smith Medical Clinic

15.b Informational Report - Black River Cypress Preserve and Rocky Point Community Forest

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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

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

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Executive Session to Receive Legal Advice and Discuss Contractual Arrangements Involving the Purchase of Property pursuant to S.C. Code Ann. § 30-4-70(a)(2)

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 4/13/2021
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:
Regular Council Meeting - March 23, 2021

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
n/a

FINANCIAL IMPACT:
n/a

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

STAFF RECOMMENDATIONS:
Adoption of meeting minutes.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▣ DRAFT - Minutes 3/23/21	Backup Material

Georgetown County Council held a Regular Council Meeting on Tuesday, March 23, 2021, at 5:30 PM in the Howard Auditorium, 1610 Hawkins Street, Georgetown, South Carolina.

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

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

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

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

APPROVAL OF AGENDA:

Councilmember Everett Carolina moved for approval of the meeting agenda, with recommendation to move Report 15a, non-profit spotlight, forward on the meeting agenda. Councilmember Raymond Newton offered a second. There was no discussion on the motion.

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

PUBLIC COMMENTS:

Terry Reed

Mr. Reed, a resident of the Spring Gulley Community, voiced concerns that this community has been neglected “for the past 44 years”. There are overwhelming road and drainage issues, no sidewalks or playgrounds. Although there have been recent efforts to determine where to start correcting the problems, the issues need immediate attention, and \$300,000 will not address the overwhelming need.

Dedric Bonds

Mr. Bonds, a resident of the Spring Gulley Community, stated that while he was somewhat encouraged at the recent “spirit of cooperation” resulting from the citizens’ outcries, he continues to be dismayed over surplus Capital Project Sales Tax funds being designated for the Library. As a teacher, he has appreciation for the Library, however this is simply a “service”. There are critical infrastructure issues that must be rectified within this community. Just seven years into buying his home, the flooring has to be replaced as a result of poor drainage in the area, among other problems.

Tranis Parker

Mr. Parker voiced concerns regarding surplus Capital Project Sales Tax funding that was recently designated for the County Library. His community has been designated to receive \$300,000, which is appreciated, but it is not enough. This allotment will only cover the cost to clean up the areas ditches and

drainage pipes. He questioned why “once in a lifetime” funding would have to fund what should be routine maintenance services within this community. Mr. Parker said the citizens deserve better.

Leola Thompson

Ms. Thompson, a resident of the St. Luke Community, spoke on behalf of herself and other residents opposing a request to rezone property on the east side of Rose Hill Road for a cemetery (Ordinance No. 21-10). If this request is approved, there will be a graveyard right in her front yard. In addition, the cemetery will be located right across from the Community Center (which is very active with community activities) and uses well/pump water. She asked County Council not to approve the request.

Chris Anderson

Mr. Anderson spoke in opposition of Georgetown County’s continuation of face mask requirements (Covid-19). He also voiced concerns regarding racism and hatred, which he said is the opposite of love. We all need to love one another.

MINUTES:

Regular Council Session – March 9, 2021

Councilmember Raymond Newton moved for approval of the minutes of County Council’s meeting on March 9, 2021. Councilmember Everett Carolina seconded the motion. Chairman Louis Morant called for discussion on the motion, and none occurred.

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

CONSENT AGENDA:

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

Procurement #21-018, Replacement of (9) Chevrolet Tahoe’s for the Sheriff’s Office – County Council awarded procurement of (9) 2021 Chevrolet Tahoe’s from Love Chevrolet, utilizing SC State Contract pricing.

Procurement #21-002, Aerial Mosquito Adulticide and Larvacide Spraying Services - County Council awarded Bid 21-002, Aerial Mosquito Adulticide and Larvacide Spraying Services, to Williamsburg Air Services.

PUBLIC HEARINGS:

Ordinance No. 21-08

Chairman Louis Morant opened the floor for public comments related to Ordinance No. 21-08, an Ordinance to Amend the FY21 Operating Budget of Georgetown County. No individual came forward to speak for, or against this ordinance, and the public hearing was closed.

RESOLUTIONS / PROCLAMATIONS:

Resolution No. 21-04

Councilmember Everett Carolina moved for the adoption of Resolution No. 21-04, a Resolution to declare April 2021 as “Fair Housing Month” in Georgetown County. Councilmember Lillie Jean Johnson offered a second on the motion. Chairman Louis Morant called for discussion. No discussion followed the motion.

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

ORDINANCES-Third Reading

Ordinance No. 21-05

Councilmember Steve Goggans moved for third reading approval of Ordinance No. 21-05, an Ordinance Allocating the Remaining 2014 Capital Project Sales Tax Surplus Proceeds for Capital Projects and Other Matters Related Thereto. Councilmember Bob Anderson seconded the motion. Chairman Louis Morant called for discussion.

Councilmember Steve Goggans moved to amend Ordinance No. 21-05 to incorporate revised text proposed subsequent to second reading. Councilmember Bob Anderson seconded the amendment. There was no further discussion.

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

The vote on the main motion was as follows:

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

Ordinance No. 21-08

A motion was made by Councilmember Bob Anderson for third reading approval of Ordinance No. 21-08, an Ordinance to Amend the FY21 Operating Budget of Georgetown County. Councilmember Lillie Jean Johnson seconded the motion. Chairman Louis Morant called for discussion.

Councilmember Bob Anderson moved to amend Ordinance No. 21-08 to incorporate revised text as proposed by staff subsequent to 2nd reading consideration. Councilmember Raymond Newton offered a second on the amended motion. No further discussion occurred.

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

The vote on the main motion was as follows:

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

ORDINANCES-Second Reading:

Ordinance No. 21-10

Councilmember Raymond Newton moved to deny Ordinance No. 21-10, an Ordinance to rezone a 3 acre parcel located on the east side of Rose Hill Road at its intersection with St. Luke Trail and Ritch Lane from Village 10,000 Square Feet Residential (VR-10) to One Acre Residential (R1). Councilmember John Thomas offered a second on the motion. Chairman Louis Morant called for discussion.

Councilmember Raymond Newton stated that his position on this issue was based on his discussion with residents of the St. Luke Community, as the majority were opposed this request.

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

ORDINANCES-First Reading:

Ordinance No. 21-12 – Authorizing the Execution and Delivery of a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement By and Between Georgetown County, South Carolina and Lambert I, LLC, to Provide for Payment of a Fee-In-Lieu of Taxes with Respect to a Project; Authorizing Special Source Revenue Credits; and Other Related Matters.

Ordinance No. 21-13 – An Ordinance of Georgetown County, South Carolina Approving an Agreement for the Enlargement of the Joint-County Industrial Park by and Between Georgetown County, South Carolina, and Williamsburg County, South Carolina; and Other Matters Related to the Foregoing (Lambert I, LLC).

Ordinance No. 21-14 – Authorizing the Execution and Delivery of a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement By and Between Georgetown County, South Carolina and Lambert II, LLC, to Provide for Payment of a Fee-In-Lieu of Taxes with Respect to a Project; Authorizing Special Source Revenue Credits; and Other Related Matters.

Ordinance No. 21-15 – An Ordinance of Georgetown County, South Carolina Approving an Agreement for the Enlargement of the Joint-County Industrial Park by and Between Georgetown County, South Carolina, and Williamsburg County, South Carolina; and Other Matters Related to the Foregoing (Lambert II, LLC).

BIDS:

No reports.

REPORTS TO COUNCIL:

Nonprofit Spotlight – SOS Cares SC

(This report we presented earlier during the meeting)

Georgetown County and the Bunnelle Foundation are partnering to spotlight a local nonprofit at each County Council meeting. A presentation was made on behalf of the organization by Sarah Pope, Chief Executive Officer, and Marketing Director, Kathy Grace. SOS Care SC is a 501(c)3 non-profit direct service provider that empowers those with autism and intellectual disabilities to thrive on their own. It offers a range of programs, camps, activities and classes that teach the life and social skills needed to live as independently as possible. Among other programs offered, the organization recently completed construction of Oak Tree Farm, a residential facility that offers independent housing for 50 residents with disabilities.

First Amendment to Purchase Agreement

Chairman Louis Morant noted that County Council would move into Executive Session for a report pertaining to an Economic Development matter (pursuant to SC Code 30-4-70 (a)2) prior to potentially taking action on this matter following discussion during Executive Session

DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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

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

Ordinance No. 21-09 – An Ordinance Authorizing (1) the Execution and Delivery of a First Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The “County”), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto.

EXECUTIVE SESSION:

A motion was made by Councilmember Steve Goggans to move into Executive Session to discuss an Economic Development matter. Councilmember Everett Carolina offered a second.

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

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

OPEN SESSION:

Open Session resumed at 6:56 PM, Chairman Morant stated that during Executive Session, County Council discussed an Economic Development contractual matter, as previously disclosed. He called for further action of County Council.

Councilmember Bob Anderson moved to approve a contract discussed during Executive Session, authorizing the Chairman to execute the agreement (related to the Economic Development matter). Councilmember Everett Carolina seconded the motion. There was no further discussion.

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

Being no further business come before County Council, the Councilmember Steve Goggans moved to adjourn the meeting at 6:59 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Contract #19-034, Task Order 12, Patching Trey Ave.

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. The attached task order falls within the County Council's approval threshold.

POINTS TO CONSIDER:

- 1) This project is for the proposed patching of Trey Ave located in Georgetown.
- 2) Public Works recommends using Coastal Asphalt, LLC for this work as proposed under their County IDIQ agreement.
- 3) Coastal Asphalt, LLC has a history of successfully completed road resurfacing and repair projects for Georgetown County.

FINANCIAL IMPACT:

This project is fully funded in GL Account Number 066.906-50702, Road Improvement Fund, Road Paving & Graveling-Infrastructure.

OPTIONS:

- 1) Approve task order #12 under IDIQ contract with Coastal Asphalt in the amount of \$113,639.00.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

Public Services & Public Works staff recommend approval of task order #12 under the IDIQ Contract #19-034 with Coastal Asphalt in the amount of \$113,639.00 as indicated by their signatures on the attached task order form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Coastal Asphalt, LLC, Contract #19-034, Task Order #12	Cover Memo
▣ PO# 2021-361	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 - IDIQ	12	
Project #	GL Account	Purchase Order
Trey Ave	066.906-50702	2021-00000361
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$1,390,000.14	\$113,639.00	\$1,503,639.14

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Monica Silver</i>	4/1/2021
Change Originator:	Kevin Stimpson	03/18/21

Consultant Name:	Coastal Asphalt, LLC								
Contract Title:	Non-Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ - 19-034								
Task Order Name:	Patching Trey Ave								
Scope of Work:	<table style="width: 100%;"> <tr> <td>Mobilization</td> <td style="text-align: right;">\$1,800.00</td> </tr> <tr> <td>Traffic Control</td> <td style="text-align: right;">\$2,650.00</td> </tr> <tr> <td>6.0" Full Depth Patching</td> <td style="text-align: right;">\$109,189.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$113,639.00</td> </tr> </table>	Mobilization	\$1,800.00	Traffic Control	\$2,650.00	6.0" Full Depth Patching	\$109,189.00	Total: \$113,639.00	
Mobilization	\$1,800.00								
Traffic Control	\$2,650.00								
6.0" Full Depth Patching	\$109,189.00								
Total: \$113,639.00									
List Authorized Sub-Consultants:	NONE								
Deliverables:	See Scope of Work								
Justification for Change:	Repair of existing asphalt.								
Start Date: Upon 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> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div>Ray C. Funnye Director of Public Services</div> <div style="text-align: center;"> MAR 29 2021 Date </div> </div> </div> <div style="margin-top: 40px;"> <div style="display: flex; justify-content: space-between;"> <div>Louis R. Morant County Council Chairman</div> <div style="text-align: center;"> Date </div> </div> </div>	<p>Vendor: Coastal Asphalt, LLC</p> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> _____ (Signature) </div> <div style="width: 35%;"> _____ Date </div> </div> </div> <div style="margin-top: 20px;"> <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 <u>must</u> include all elements of this form for each item of work.</p> <p>3. Attach additional budget forms as needed when multiple tasks and resources are proposed.</p> </div>
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COASTAL ASPHALT
2142 Winburn Street
Conway | South Carolina | 29527
PH (843) 397-7325 | Fax (843) 397-1888

To:	Georgetown County	Contact:	Kevin Stimpson
Address:	Georgetown, SC	Phone:	
		Fax:	
Project Name:	Trey Ave - Georgetown 2021	Bid Number:	11-0021
Project Location:	Trey Ave., Georgetown, SC	Bid Date:	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01		Mobilization	1.000	LS	\$1,800.00	\$1,800.00
02		Traffic Control	1.000	LS	\$2,650.00	\$2,650.00
03		6.0" Full Depth Patching	2,740.000	SY	\$39.85	\$109,189.00

Total Bid Price: \$113,639.00

Notes:

- As used herein, the terms CA shall refer to Coastal Asphalt, LLC and the terms GC shall refer to the general contractor or Owner of the site or the primary contractor or the other party with whom this agreement is being made.
- This quotation is good for 45 days from the date submitted and is specifically based upon the conditions set forth here and on the face hereto which will become an exhibit to the contract and physically bound within. Any subsequent agreement shall be on AIA Document A401 Subcontract or AIA Document A101 Owner/Contractor form (1997 Edition) as appropriate. It shall be agreed that any and all agreement and/or contract documents shall be based upon this proposal and the terms of this proposal shall supercede and prevail over any subsequent agreements and/or contract documents.
- Removal and replacement of unsuitable soils will be performed for an additional cost.
- Underground Utilities are excluded from our scope of work.
- It is understood that no overtime is included in this proposal.
- As used herein, the terms CA shall refer to Coastal Asphalt, LLC and the terms GC shall refer to the general contractor or Owner of the site or the primary contractor or the other party with whom this agreement is being made.
- If the Monthly Asphalt Binder Adjustment Index increases or decreases more than five percent (5%) over or under the listed price at the time of the work, CA shall provide appropriate documentation so that adjusted compensation can be made. The bid items in this proposal shall remain the same, but the contract unit bid prices for all items containing liquid asphalt cement will be adjusted to compensate for increases or decreases in the Liquid Asphalt Cement Index. This will be in accordance with the South Carolina Department of Transportation Supplemental Specification dated March 3, 2009. The monthly index can be found on the SCDOT website at www.dot.state.sc.us/doing/monthlyindexes.asp. The index date applicable to this project is 1 Feb 2021
- Night work is excluded.
- No Pay Item shall be removed from this proposal without prior consent of CA. Removal of any proposed item without our consent will automatically void this proposal.

Payment Terms:

Final payment, including all retention withheld, becomes due 30 days following the date of the final invoice for all completed work of CA. Failure to comply with the terms of payment set forth below shall be grounds for CA to stop work. CA does not agree under any circumstances that the right of CA to receive payment from GC is contingent upon GC receiving payment from Owner.

Payment Terms:

- That the seller shall invoice the buyer for the value of the work performed and the materials furnished. A billing cycle shall run from the 26th of each month to the 25th of the month following. All amounts invoiced in a billing cycle shall be due and payable in full on the 30th of the month following the end of a billing cycle.
- That the seller reserves the right to apply all payments received on account first to the payment of unpaid service charges and then to the payment of unpaid principal charges, the oldest such charges to be paid first in any event. That the buyer agrees that any amounts remaining unpaid from and after the 30th day of the month following the end of a billing cycle shall bear interest at the rate of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum and buyer also agrees to pay all costs of collection including, but not limited to reasonable attorney's fees in the event that seller refers the account to an attorney for collection.
- Account will be closed if any balance becomes 60 days past due.

**Bill To**

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

Ship To

GEORGETOWN COUNTY PUBLIC
WORKS
2236 BROWNS FERRY ROAD
(a/k/a SC-51)
GEORGETOWN, SC 29440

Purchase Order

No. 2021-00000361

04/02/21

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

Vendor 1128758 COASTAL ASPHALT LLC**Contact**

COASTAL ASPHALT LLC
2142 WINBURN ST.
CONWAY, SC 29527

Deliver by 06/15/21
Ship Via INST
Freight Terms SITEWORK
Originator Sabrina Causey
Resolution Number 19-034, TO#12
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
113639.0000	\$/US	Mobilization, Traffic Control, 6.0" Full Depth Patching		\$1.0000	\$113,639.00
Item Description TREY AVE ASPHALT REPAIRS					
G/L Account		Project		Amount	Percent
066.906-50702 (Infrastructure)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	3/29/2021	Sabrina Causey
3	Director	3/29/2021	Ray Funnye
4	Purchasing	4/2/2021	Nancy Silver

Subtotal \$113,639.00**Sales Tax** \$0.00**Total Due** \$113,639.00

SIGNATURE

SIGNATURE

Special Instructions

This purchase item is part of an awarded contract for "Indefinite Delivery / Indefinite Quantity" (IDIQ).

EMail To: _____ Company: Coastal Asphalt, LLC

Contract Ref: # 19-034, Task Order #12

FROM: Georgetown County, SC Purchasing Office; PHONE: (843)545-3083 FAX: (843)545-3500 E-MAIL: purch@gtcounty.org

Item Number: 6.b
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Contract #20-038-SC, Task Order #02, Waverly Road Multiuse Path and Drainage Improvements Design

CURRENT STATUS:

This will be task order #2 under Stantec's current Indefinite Delivery, Indefinite Quantity (IDIQ) Contract #20-038-SC for Local Funded, Civil, Environment, & General Engineering Services and is for Multiuse Path and Drainage Improvements Design for the Waverly Road.

POINTS TO CONSIDER:

- 1) The Work will include the survey, design and permit of a new 10 ft. wide multiuse asphalt bike with associated drainage along Waverly Rd, from the Waccamaw Elementary School to US Hwy 17.
- 2) The task order will include the following deliverables: Design Drawings, easement exhibits as required along the entire route and at the drainage improvements, opinion of probable cost, and bidding documents with specifications.
- 3) This work will include sub-contracted work for surveying provided by Parker Land Surveying, LLC.
- 4) Expected time for completion is 6 months.

FINANCIAL IMPACT:

Funding for this project will come from the Capital Projects Sales Tax Fund, Excess Proceeds Projects, Waverly Road Multimodal Pathway, Infrastructure Fund, GL Account Number 89007.70000.0705-50702, as previously approved with balance for complete project up to \$1,853,116.

OPTIONS:

- 1) Approve the attached task order #2 in the amount of \$104,500.00.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Staff recommends the approval of the attached task order proposal as is evident by the Public Services Director's signature on the attached task order form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▫ Stantec Consulting, 20-038-SC, Task Order #02	Cover Memo



Georgetown County, South Carolina

Execution of Contract Change or Adjustment


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

Contract #	Sequence #	Amendment #
20-038-SC	2	
Project #	GL Account #	Purchase Order
	89007.70000.0705-50702	2021-367
PRIOR Contract \$Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$ 118,046.00	\$ 104,500.00	\$ 222,546.00

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Monica Sikes</i>	4/1/2021
Change Originator:	Art Baker	1/29/2021

Consultant Name:		Stantec, Inc.		
Contract Title:		Local Fund Civil Engineering Services (IDIQ)		
Task Order Name		Waverly Road Multiuse Path and Drainage Improvements Design		
Scope of Work		<ul style="list-style-type: none">• Survey, design and permit a new 10' wide multiuse asphalt bike path (to replace the existing sidewalk) with associated drainage along Waverly Road, from to the Waccamaw Elementary School to US Hwy 17.• Prepare Easement Exhibits associated with the project.		
List of Authorized Sub-Consultants:		PLS, Inc.		
Deliverables:		<ul style="list-style-type: none">• Design Drawings• Easement Exhibits as required along entire route and at draiange improvements• Cost Estimate, Bidding Documents with Specifications		
Justificaiton for Change:		To ensure that we have a safe multiuse path with adequate stormwater conveyance.		
Start Date:	4/14/2021		Completion Date:	10/31/2021 (6 months)

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

Georgetown County, SC Signatures:  Ray C. Funnaye Director of Public Services 4/1/2021 Date	Vendor <u>See attached proposal</u> (Signature) 1/29/2021 Date
Louis Morant County Council Chair Date	Notes: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attachment" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute formal must include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.

Temp: 1/29/2021



GEORGETOWN COUNTY
DEPARTMENT OF PUBLIC SERVICES
DIVISION OF ENGINEERING & CAPITAL PROJECTS
1918 Church St. Georgetown, SC 29440



FEE PROPOSAL SCHEDULE
10' MULTIUSE PATH and DRAINAGE IMPROVEMENTS
ALONG WAVERLY ROAD

Issued: January 20, 2020
Due: January 27, 2020 @ 5 pm

FEE PROPOSAL SCHEDULE ^a				
No.	Description	Total Cost	% Drainage Funded	Total Cost ^c (Drainage)
1	Route Survey	\$ 20,000	50%	\$ 10,000
2	Easements Exhibit Preparation	\$ 4,000	20%	\$ 800
3.a	Wetlands Delineation	\$ 5,500	50%	\$ 2,750
3.b	Wetlands Mitigation ^b	\$ 6,000	50%	\$ 3,000
4	Design Drawings (Multiuse Path).	\$ 45,000	50%	\$ 22,500
5	Technical Specifications	\$ 3,000	50%	\$ 1,500
6	Opinion of Probable Cost	\$ 3,000	50%	\$ 1,500
7	H&H Report with calculations ^d	\$ 5,000	100%	\$ 5,000
8	Permits	\$ 8,000	50%	\$ 4,000
9	Bidding Assistance	\$ 5,000	50%	\$ 2,500
TOTAL		\$104,500		\$53,550
Notes:				
a. All items are Lump Sum.				
b. Wetlands mitigation is included in case it is needed. If it is determined during design that it is not needed, it will be deducted from the contract.				
c. This drainage cost separation does not affect the total price. This is only for County funding (tracking) purposes.				
d. There is exist drainage along the existing sidewalk route. However, it will be the responsibility of the design consultant to evaluate the adequacy of the existing drainage (structures, pipe, ditches, etc) and make any required modifications or additions as required to provide adequate stormwater conveyance for the project and the associated road.				
e. The contract period shall not exceed 11 months. This includes survey, design and permitting.				

Submitted By: Stantec Consulting Services (Firm)

Signed:

Date: 1/27/2021

Item Number: 6.c
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Contract #20-038-TH, Task Order #03, Petigru Drive Multiuse Path and Drainage Improvements Design

CURRENT STATUS:

This will be task order #3 under Thomas & Hutton's current Indefinite Delivery, Indefinite Quantity (IDIQ) Contract #20-038-TH for Local Funded, Civil, Environment, & General Engineering Services and is for Multiuse Path and Drainage Improvements Design for the Petigru Drive.

POINTS TO CONSIDER:

- 1) The Work will include the survey, design and permit of a new 10 ft. wide multiuse asphalt bike with associated drainage along Petigru Dr., from MLK to US Hwy 17. It will also include survey, design and permit of a new outlet structure in Commerce Dr. Pond and associated outfall pipe.
- 2) The task order will include the following deliverables: Design Drawings, easement exhibits as required along the entire route and at the drainage improvements, opinion of probable cost, and bidding documents with specifications.
- 3) This work will include sub-contracted work for surveying provided by Parker Land Surveying, LLC.
- 4) Expected time for completion is 8 months.

FINANCIAL IMPACT:

Funding for this project will come from the Capital Projects Sales Tax Fund, Excess Proceeds Projects, Waverly Road Multimodal Pathway, Infrastructure Fund, GL Account Number 89007.70000.0705-50702, as previously approved with balance for complete project up to \$1,853,116.

OPTIONS:

- 1) Approve the attached task order #03 in the amount of \$160,300.00.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Staff recommends the approval of the attached task order proposal as is evident by the Public

Services Director's signature on the attached task order form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
Contract #20-038-TH, Task Order #03	Cover Memo



Georgetown County, South Carolina

Execution of Contract Change or Adjustment


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

Contract #	Sequence #	Amendment #
20-038-TH	3	
Project #	GL Account #	Purchase Order
	89007.70000.0705-50702	
PRIOR Contract \$Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$ 774,958.00	\$ 160,300.00	\$ 935,258.00

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Monica Sikes</i>	4/1/2021
Change Originator:	Art Baker	1/29/2021

Consultant Name:		Thomas & Hutton, Inc.		
Contract Title:		Local Fund Civil Engineering Services (IDIQ)		
Task Order Name		Petigru Drive Multiuse Path and Drainage Improvements Design		
Scope of Work		<ul style="list-style-type: none">• Survey, design and permit a new 10' wide multiuse asphalt bike path with associated drainage along Petrigru Drive, from MLK to US Hwy 17.• Prepare Easement Exhibits associated with the project (path and drainage).• Survey, design and permit new outlet structure in Commerce Drive Pond and associated outfall pipe.		
List of Authorized Sub-Consultants:		PLS, Inc.		
Deliverables:		<ul style="list-style-type: none">• Design Drawings• Easement Exhibits as required along entire route and at drainage improvements• Cost Estimate, Bidding Documents with Specifications		
Justificaiton for Change:		To ensure that we have a safe multiuse path with adequate stormwater conveyance.		
Start Date:	4/14/2021		Completion Date:	12/31/2021 (8 months)

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

Georgetown County, SC Signatures:	Vendor	See attached proposal
	(Signature)	1/29/2021
Ray C. Funnaye		Date
Director of Public Services		
	Notes:	
	1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.	
	2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attachment" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute formal must include all elements of this form for each item of work.	
	3. Attach additional budget forms as needed when multiple tasks and resources are proposed.	
Louis Morant		
County Council Chair		

Temp: 1/29/2021



611 BURROUGHS & CHAPIN BOULEVARD, SUITE 202
MYRTLE BEACH, SC 29577 | 843.839.3545
WWW.THOMASANDHUTTON.COM

January 27, 2021

Mr. Art Baker, PE
Engineering and Capital Projects Manager
Georgetown County
108 Screven Street
Georgetown County, SC 29442

Re: Request for Proposals
Petigru Drive Multiuse Path

Dear Mr. Baker:

Providing safe non-automobile corridors has been a priority for Georgetown County for some time. In recent years, the momentum for these efforts has accelerated, with other entities joining the County in the push. At this time, the County has elected to move forward with multiple projects tied to these efforts; this project is one of them. Georgetown County is soliciting proposals from their on-call engineering consultants under Contract #20-038, Local Fund Civil Engineering Services, to provide services for the **Petigru Drive Multiuse Path**. This project will be conducted under the terms and conditions of the on-call contract, including the negotiated labor and expense rates for any work provided on a time and expense basis.

Walter Warren will be the proposed Project Manager. Our proposed Principal-in-Charge is Sean Flynn. Both are based locally in our Myrtle Beach offices and can be contacted at:

Project Manager / Contact Person:

Walter Warren, PE
Project Manager
Direct: (843) 839-8422; Cell: (843) 458-0583
warren.w@tandh.com

Director-in-Charge

Sean Flynn, PE
Regional Director/Civil Department Manager
Direct: (843) 839-8426; Cell: (843) 957-4740
flynn.s@tandh.com

Thomas & Hutton has the local, in-house capabilities and staff to perform almost all services. Our team has the expertise, experience, and resources to accomplish this exciting and important project within a time frame acceptable to the County. As directed, our only attachment with this cover letter is the County's Fee Proposal Schedule, with the appropriate information filled in.

We are eager to be put to work and are committed to exceeding your expectations of quality service. We welcome the opportunity to discuss this important project and our proposal in greater detail. Should you have any questions, need clarification, or require additional information, please contact Sean using the information above.

Very truly yours,

THOMAS & HUTTON

Walter Warren, PE
Project Manager

Sean Flynn, PE
Principal-In-Charge

Enclosures: Fee Proposal Schedule – County Form



GEORGETOWN COUNTY
DEPARTMENT OF PUBLIC SERVICES
DIVISION OF ENGINEERING & CAPITAL PROJECTS
1918 Church St. Georgetown, SC 29440



FEE PROPOSAL SCHEDULE
10' MULTIUSE PATH and DRAINAGE IMPROVEMENTS
ALONG PETIGRU DRIVE

Issued: January 20, 2020
Due: January 27, 2020 @ 5 pm

FEE PROPOSAL SCHEDULE ^a				
No.	Description	Total Cost	% Drainage Funded	Total Cost ^c (Drainage)
1	Route Survey	\$34,000	50%	\$17,000
2	Easements Exhibit Preparation	\$9,000	20%	\$1,800
3.a	Wetlands Delineation	\$7,500	50%	\$3,750
3.b	Wetlands Mitigation ^b	\$6,000	50%	\$3,000
4.a	Design Drawings (Multiuse Path). Phases 1 and 2	\$62,000	50%	\$31,000
4.b	Design Drawings (Commerce Dr. pond outlet structure with 24" outfall pipe)	\$8,500	100%	\$8,500
5	Technical Specifications	\$3,500	50%	\$1,750
6	Opinion of Probable Cost	\$2,800	50%	\$1,400
7	H&H Report with calculations	\$11,000	100%	\$11,000
8	Permits	\$12,500	50%	\$6,250
9	Bidding Assistance	\$3,500	50%	\$1,750
TOTAL		\$160,300		\$87,200

Notes:

a. All items are Lump Sum.

b. Wetlands mitigation is included in case it is needed. If it is determined during design that it is not needed, it will be deducted from the contract.

c. This drainage cost separation does not affect the total price. This is only for County funding (tracking) purposes.

d. The contract period shall not exceed 11 months. This includes survey, design and permitting.

Submitted By: Thomas & Hutton (Firm)

Signed: _____

Date: January 27, 2021

Item Number: 6.d
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-013, FY21 Municipal Lease/Purchase Financing for Vehicles and Heavy Equipment

CURRENT STATUS:

The County seeks a municipal lease/purchase financing agreement for equipment scheduled to be financed in the 2021 Capital Equipment Replacement Plan. The estimated amount to be financed is \$2,820,796.00.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County, posted on the County and the SC Business Opportunities On-Line Publication (SCBO) websites, and direct mailed to all known offerors. There were four (4) responses received. However, two (2) of the responses were marked as non-responsive. First Government Lease Co. was marked as non-responsive for not acknowledging Addendum #1 and not using the revised submittal form that was attached to Addendum #1. TD Bank Equipment Financing was marked as non-responsive for not completing the mandatory submittal forms. The remaining two bids are summarized below.

1) BankFunding, LLC for a Bank Qualified and Non-Bank Qualified Total Financing Amount of \$2,926,458.44.

2) BB&T dba Truist Bank for a Bank Qualified Total Financing Amount of \$2,943,525.96 and a Non-Bank Qualified Total Financing Amount of \$2,949,000.20.

FINANCIAL IMPACT:

See Recommendation & Resolution.

OPTIONS:

- 1) Approve the award of a Municipal Lease/Purchase Financing Agreement to BB&T dba Truist Bank and adopt Resolution 21-05 to approve the financing terms.
- 2) Decline to award.

STAFF RECOMMENDATIONS:

Proposals were reviewed by the County's Director of Finance. BB&T dba Truist Bank was found to be in the best interest of the County at the rates quoted. One other responsive bidder offered slightly lower interest rates but were not favored for the following reasons:

- 1) The lowest bidder, BankFunding, LLC wanted a notice of intent to finance by April 7th in order to hold interest rates until closing and their financing offer was subject to future approval by their

Credit/Investment Committee. We specifically indicated in our RFP that the County would not accept proposals that are contingent upon credit checks after bid submission. In addition the bank included a penalty for early payoff of financing, thereby making it unattractive to refinance at favorable interest rates should they become available.

BB&T dba Truist Bank was the only other responsive offeror. This bank has provided the County with efficient closings and superior service and flexibility throughout the lease terms of numerous municipal lease-purchase financings over the years. Therefore, Finance Staff recommends award to Truist Bank in accordance with the terms offered and further recommends adoption of Resolution 21-05.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Recommendation from Ms. Karis Langston, Finance Director	Cover Memo
▣ Resolution No 21-05 Approving Financing Terms	Resolution Letter



Founded 1769

Memorandum of Recommendation

April 5, 2021

To: Nancy Silver

From: Karis Langston

Procurement #21-013 - Lease Purchase Financing

I have reviewed all bids submitted in conjunction with #21-013 Procurement for Lease Purchase Financing for FY2021 Equipment Acquisitions and find the proposal submitted by BB&T Governmental Finance dba Truist Bank to be in the best interest of the County.

Rates quoted by BB&T are as follows:

	Bank Qualified	Non-Bank Qualified
Term	Rates	Rates*
4 Years	1.03%	1.08%
6 Years	1.40%	1.46%
8 Years	1.74%	1.82%

Another bidder offered slightly lower interest rates but were not favored for the following reasons:

The bank wanted a notice of intent to finance by April 7 in order to hold interest rates until closing and their financing offer was subject to future approval by their Credit/Investment Committee. We specifically indicated in our RFP that the County would not accept proposals that are contingent upon credit checks after bid submission. In addition the bank included a penalty for early payoff of financing, thereby making it unattractive to refinance at favorable interest rates should they become available.

BB&T Governmental Finance offered fixed interest rates with no prepayment prohibitions, penalties, or other contingencies that could affect interest rates or financing approval. There are no out of pocket costs or fees to be incurred by the County. BB&T's quoted interest rates are valid for a closing not later than June 30, 2021. BB&T has provided the County with efficient closings and superior service and flexibility throughout the lease terms of numerous municipal lease-purchase financings over the years.

It is my recommendation that we enter into a financing agreement with BB&T Branch Banking and Trust Company dba Truist Bank in accordance with the terms offered.

GEORGETOWN COUNTY

Post Office Drawer 421270 • 129 Screven Street
Georgetown, SC 29442-1270

Finance Department: Phone (843) 545-3002 FAX (843) 545-3547

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

RESOLUTION #21-05
APPROVING FINANCING TERMS

WHEREAS: Georgetown County ("County") has previously determined to undertake a project for Equipment Lease Purchase, and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The County hereby determines to enter into an Equipment Lease Purchase Agreement, through Truist Bank (Lender), in accordance with their proposal dated March 31, 2021. The amount of funds financed shall not exceed \$3,000,000.00. The annual interest rates (in the absence of default or change in tax status) and financing terms shall not exceed:

<u>Term</u>	<u>Bank Qualified Rate</u>	<u>Non-Bank Qualified Rates</u>
4 years	1.03%	1.08%
6 years	1.40%	1.46%
8 years	1.74%	1.82%

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and an Escrow Agreement as Truist may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the equipment that is to be financed from the proceeds of the Truist financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other fund related to the equipment, for equipment costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Adopted this 13th day of April 2021.

SEAL

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

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

Item Number: 6.e
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-016, Grass Cutting and Grounds Maintenance for Western Parks Section

CURRENT STATUS:

This section was under a special contractual agreement for repayment of money/services owed to the County by the contractor. Now that the contractor has fulfilled his contractual obligations and repayment plan created by the former County Administrator, former County Attorney and the Finance Department, these services have been rebid.

POINTS TO CONSIDER:

This solicitation was originally advertised in a newspaper of general circulation in Georgetown County, the SC Business Opportunities On-Line Publication (SCBO), posted on the county website, and directly sent to all known offerors. There were five (5) proposals received:

- 1) Coast 2 Coast Lawns, LLC of Conway, SC @ \$3,575.20 Total One-Cut Section Cost;
- 2) Finney Enterprises, LLC of Surfside Beach, SC @ \$2,933.00 Total One-Cut Section Cost;
- 3) Lowcountry Landscapers, Inc. of Walterboro, SC @ \$2,900.50 Total One-Cut Section Cost;
- 4) Handy Hands Home and Lawn Services, LLC of Georgetown, SC @ \$5,750.00 Total One-Cut Section Cost;
- 5) WJ Britton Landscaping, LLC of Conway, SC @ \$2,700.00 Total One-Cut Section Cost;

Evaluation Criteria

In determining the successful bidder, the following evaluation factors, were considered:

- a) Demonstrated capability to perform the work assigned with sufficient equipment and skilled labor @ 15-Points;
- b) Ability to complete the work within the assigned time frames @ 10-Points;
- c) Review of past record of performance on projects of similar scope @ 10-Points;
- d) Amount, type, capacity and age of existing grass mowing equipment in bidders current inventory @ 15-Points; and
- e) Cost to perform the work @ 50-Points

FINANCIAL IMPACT:

The annual budget for Parks Maintenance in 010.579-50487, General Fund, Parks & Recreation-Landscaping Contract, for all territories is \$226,760.00. Based on past services, the Western Parks section is estimated to be budgeted around \$35,000.00 annually or \$175,000 over the course of the five year term contract.

OPTIONS:

- 1) Approve a Service Contract to WJ Britton Landscaping, LLC for Grass Cutting and Grounds Maintenance for the Western Parks Section, as needed, at the rates lists.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

The Evaluation Committee comprised of three members of the Parks and Recreation staff reviewed all proposals submitted for the Western Parks Section Grass Cutting and Grounds Maintenance and recommends award to the lowest responsive bid offeror, WJ Britton Landscaping, LLC of Conway, SC. Their evaluation of the qualifications, equipment, staff, ability to meet all the requirements, and experience indicates that WJ Britton Landscaping can complete the work required.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Recommendation from Ms. Beth Goodale, Director of Parks & Recreation	Cover Memo



GEORGETOWN COUNTY PARKS & RECREATION

RECOMMENDATION MEMO

06 APR 2021

FOR: Nancy Silver, Purchasing Officer

FROM: Beth Goodale, Director of Parks, Recreation, and Community Services

A handwritten signature in cursive script, appearing to read "Beth Goodale", is written over the "FROM:" line.

SUBJECT: RFP #21-016, GRASS CUTTING AND GROUNDS MAINTENANCE FOR
WESTERN PARKS SECTION RECOMMENDATION

Parks and Recreation staff have met and evaluated the five (5) bids received for RFP #21-016, Grass Cutting and Grounds Maintenance for Western Parks Section. All bids were reviewed for compliance and completeness. Additionally, all were evaluated according to the standard evaluation matrix provided by the Procurement Office.

WJ Britton Landscaping submitted the lowest bid for \$2,700.00. Our evaluation of the qualifications, ability to meet all the requirements, and experience indicates that WJ Britton Landscaping can complete the work required.

Based on the, I recommend that WJ Britton Landscaping be awarded the Grass Cutting and Grounds Maintenance Contract for the Western Parks Section.

Item Number: 6.f
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-027, Emergency Marshwalk Repairs

CURRENT STATUS:

The Parks and Recreation Director has received the final report of the Structural Assessment of the Marshwalk and Veterans Pier by the Earthworks Group which has identified some areas as unsafe and in need of immediate repair/replacement.

POINTS TO CONSIDER:

The Parks and Recreation Director has reviewed the Structural Assessment report provided by the Earthworks Group and separated the work into Group 1 emergency repairs and Group 2 non-emergency repairs. Group 1 repairs consist of Phases 1A, 1B, 1C, 1D, and Phase 2 Renovations. Group 2 repairs consist of Phases 1E, 3A, 3B, 3C, and 4A renovations.

This is for the approval of the Group 1 repairs procured under Ordinance 20-32, Sec. 2-55 Emergency Procurement. Please see approved justification form attached. Group 2 non-emergency repairs are in the process of being bid.

Staff obtained quotes from two licensed marine contractors who have won prior construction awards with Georgetown County for similar work. The quotes came in as follows:

1. Seven Seas Marine Construction at \$217,559.50 for the Group 1 repairs.
2. Associates Roofing & Construction, Inc. at \$144,458.00 for the Group 1 repairs.

Associates Roofing & Construction, Inc. came in as the low bidder.

FINANCIAL IMPACT:

Funding for this emergency procurement will come from fund balance in the Murrells Inlet Revitalization Fund.

OPTIONS:

- 1) Approve the emergency procurement amount of \$144,458.00 to Associates Roofing & Construction, Inc. and approve the funding using fund balance in the Murrells Inlet Revitalization Fund.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

The Parks & Recreation Department in conjunction with Capital Projects, Purchasing, and the County Administrator recommend award of the attached emergency procurement to the low bidder, Associates Roofing & Construction, Inc., for the emergency Group 1 Phases as is evident by the signatures on the attached emergency procurement justification form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
21-027 Emergency Justification Form	Cover Memo



Georgetown County, SC

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Georgetown County proposes to procure

Replacement of unsafe failing structural components and associated hardware/fastenings identified by Structural Assessment of Marshwalk and Veterans Pier EW#161166.003 by the Earthworks Group of Murrells Inlet, SC.

as an emergency procurement from **Associates Roofing & Construction, Inc. (DBA: ARC) 1135 Burgess Road - PO Box 1986 Murrells Inlet SC 29576 PH 843-357-1713 FX 843-357-0053 E-Mail: info@arcincorporated.org Cage Code 1QRG2/ Dunns # 05-995-9742**

based upon the following justification from Ordinance 20-32, Sec. 2-55:

Notwithstanding any other provisions of this Ordinance, the Purchasing Officer may make or authorize, subject to the approval of the County Administrator, others to make emergency procurements of supplies, services or construction items when there exists a threat to the functioning of Georgetown County government; such as, the preservation or protection of property, or the health, welfare or safety of any person provided that such emergency procurements shall be made with such competition as is practicable under the circumstances as soon as practicable. A written determination of the basis for the emergency and for the selection of the particular contractor shall be made and shall set forth the contractor's name, amount, and a listing of the item(s) procured under the contract.

Specify: Serious failing structural components and fastenings in multiple locations were identified by recent structural assessment. Identified issues present eminent potential for serious injury to patrons. Immediate replacement of all failed components identified by this assessment is required if the structure is to remain safe for pedestrian use.

Quotes for this work were obtained from two contractors currently performing similar work for Georgetown County. With ARC, Inc. providing the lowest pricing for this work.

ARC, Inc. has satisfactorily completed similar types of projects at the Marshwalk, as well as projects at County owned boat landings and beach accesses.

Budgeted Funds:	X-YES <input type="checkbox"/> -NO	\$144,458.00
		Amount: _____
		Capital Projects / Recreation
G/L Account Number: <u>071.9.010.30.5</u>		Department: _____
Submitted by: <u>Beth Goodale</u>		Date: <u>03/25/2021</u>
Department Director: <u>Beth Goodale</u>		Date: <u>03/25/2021</u>
Purchasing Approval: <u>[Signature]</u>		Date: <u>3/26/2021</u>
County Administrator Approval: <u>Angela Christian</u>		Date: <u>3/29/21</u>

- Notes: (1) Enter brief description of goods or services to be procured.
 (2) Enter name, address and phone number of vendor or contractor.
 (3) Enter the basis of the emergency.
 ***Attach any additional supporting documentation.

March 25, 2021

The Marshwalk and Veterans Pier Structural Assessment of February 24, 2021 prepared by The Earthworks Group provides prioritization of repair requirements based upon findings of this assessment.

Sections identified below were identified with *significant damages to wood and corrosion to hardware (bolts, screws, nails & associated fasteners)*. The nature structural component failures and degree of deterioration identified present significant potential for injury to patrons.

Immediate replacement of identified components is required if the structure is to remain safe for pedestrian use.

Phase 1A Renovations

Item	Description	TOTAL AMT	Quantity	Units	Unit Cost	Total Cost
P1A.1	Wood Deck Replacement	870	870	SF	\$ 8.50	\$7,395.00
P1A.2	Guardrail Replacement	100	100	LF	\$ 48.00	\$4,800.00
P1A.3	Wood Joist Replacement @ 20%	72	14	EA.	\$ 90.00	\$1,260.00
P1A.4	SS Joist Connectors @ 10%	80	8	EA.	\$ 12.00	\$96.00
P1A.8	Bolt Replacement @ 10%	80	8	EA.	\$ 25.00	\$200.00
Section Subtotal						\$13,751.00

Phase 1B Renovations

Item	Description	TOTAL AMT	Quantity	Unit	Unit Cost	Total Cost
P1B.1	Wood Deck Replacement	1560	1560	SF	\$ 8.50	\$13,260.00
P1B.2	Railing Replacement	312	312	LF	\$ 48.00	\$14,976.00
P1B.3	Wood Joist Replacement @ 20%	128	26	EA.	\$ 90.00	\$2,340.00
P1B.4	SS Joist Connectors @ 10%	256	26	EA.	\$ 12.00	\$312.00
P1B.8	Bolt Replacement @ 10%	128	13	EA.	\$ 25.00	\$325.00
Section Subtotal						\$31,213.00

Phase 1C Renovations

Item	Description	TOTAL AMT	Quantity	Unit	Unit Cost	Total Cost
P1C.5	Inside Rail Replacement	100	100	LF	\$ 50.00	\$5,000.00
P1C.6	Top Cap Rail Replacement	117	48	LF	\$ 20.00	\$960.00
Section Subtotal						\$5,960.00

Phase 1D Renovations

Item	Description	TOTAL AMT	Quantity	Unit	Unit Cost	Total Cost
P1D.1	Wood Deck Replacement	1180	1180	SF	\$ 8.50	\$10,030.00
P1D.2	Guardrail Replacement	190	190	LF	\$ 48.00	\$9,120.00
P1D.3	Wood Joist Replacement @ 10%	66	7	EA.	\$ 90.00	\$630.00
P1D.4	SS Joist Connectors @ 20%	132	26	EA.	\$ 12.00	\$312.00
P1D.8	Bolt Replacement @ 20%	88	18	EA.	\$ 25.00	\$450.00
Section Subtotal						\$20,542.00

Phase 2 Renovations

Item	Description	TOTAL AMT	Quantity	Unit	Unit Cost	Total Cost
P2.1	Wood Deck Replacement	3970	3970	SF	\$ 8.50	\$33,745.00
P2.2	Guardrail Replacement	720	720	LF	\$ 48.00	\$34,560.00
P2.3	Wood Joist Replacement @ 10%	228	23	EA.	\$ 90.00	\$2,070.00
P2.4	SS Joist Connectors @ 20%	456	91	EA.	\$ 12.00	\$1,092.00
P2.8	Bolt Replacement @ 20%	304	61	EA.	\$ 25.00	\$1,525.00
Section Subtotal						\$72,992.00

TOTAL:

\$144,458

Item Number: 6.g
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-028, Opticom Emergency Vehicle System

CURRENT STATUS:

The County does not have anything currently in place like the proposed system. This system is being recommended to help expedite the processing time of emergency events by helping to clear the path for emergency vehicles at traffic intersections.

POINTS TO CONSIDER:

- 1) This system will be procured through Global Traffic Technologies (GTT) using the HGAC Cooperative Contract current #PE05-19, which expires 4/30/21, and new contract #PE05-21, which expires 4/30/23. Cooperative contracts are allowed under the existing procurement ordinance 20-32, Sec. 2-75 Cooperative Purchasing Agreements.
- 2) These products/services will be added to 41 emergency County vehicles and 17 intersections across Georgetown County. Additional vehicles or intersections may be added in the future, by way of addendum, as needs and funding allow.
- 3) This system is currently in use by the City of Myrtle Beach with possible future expansion into Horry County. GTT has advised that Horry County is currently seeking to add funding to their FY22 budget to be able to utilize these services for their County intersections.

FINANCIAL IMPACT:

This project was previously approved under the Capital Projects Sales Tax with a funding amount of \$1,000,000 and will be allocated to GL Account Number 89007.70000.0703-50702, Capital Projects Sales Tax Fund, Excess Proceeds Projects, Emergency Vehicle Traffic Control System-Infrastructure. The cost for this contract is \$90,949.72 annually or \$909,497.20 over the full 10 yr. term.

OPTIONS:

- 1) Approve award of a 10 yr. agreement to Global Traffic Technologies, LLC at the amounts specified in the attached agreement.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

The Emergency Manager and Midway Fire Chief recommend award of the Opticom Emergency Vehicle System to Global Traffic Technologies. This is a unique product/service that will be

utilized on a regular basis to help expedite the traffic path for emergency vehicles.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ 21-028 GTT Contract	Cover Memo
▢ Recommendation from Mr. Brandon Ellis, Emergency Manager	Cover Memo

MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement ("MSA" or "Agreement") is made as of this 31st day of March, 2021, (the "Effective Date") by and between Global Traffic Technologies, LLC ("GTT"), with its offices at 7800 Third Street North, Building 100, Saint Paul, Minnesota, 55128 and Georgetown County ("Customer"), having its offices at 129 Screven Street, Suite 239, Georgetown, SC 29440 Together, GTT and Customer may be referred to as "Parties" and individually as a "Party" to this MSA.

WHEREAS, GTT is the provider of certain hardware and software products manufactured and distributed by GTT and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that GTT perform services as defined herein for the Customer in relation to certain products; and GTT desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS.

- A. "Customer" – as used herein, means any purchaser or user of any of GTT's products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
- B. "Products" – as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
- C. "Software" – as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.
- D. "Services" – as used herein is defined as the services provided by GTT or its subcontractors as outlined in the Agreement, which may include but are not limited to:
 - 1. "Up-Front Services" – as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):
 - i. Site survey (intersections and/or vehicles) – GTT will survey Customer's intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to GTT to enable the site survey.
 - ii. Project management – GTT will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
 - iii. Installation (intersections) – GTT will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

- iv. Installation (vehicles) – GTT will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
 - v. Training (2 days, 1 trainer; includes travel) – GTT will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
 - vi. Engineering services – GTT will provide custom work if/when applicable and included in the Agreement.
2. "Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services:
- i. Hosting – GTT will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or GTT as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
 - ii. Data collection and reporting – GTT will collect data, generate reports and publish as defined as appropriate by GTT, or as agreed to in writing by the Parties.
 - iii. Monitoring and optimizing – GTT will monitor Customers' systems to ensure operational status. GTT will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, GTT will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by GTT (e.g., customer-provided cellular connectivity).
 - iv. Repairs/replacements (intersections) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - v. Repairs/replacements (vehicles) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - vi. Cellular data – Machine to machine cellular connectivity. Provided by vendor of GTT's choice, but contracted by GTT for the benefit of Customer.
 - vii. "Software Maintenance" – Provides Customer with access to the customer care center, defect fixes and Software Updates.
 - viii. "Software as a Service" or "SaaS" – Hosted software made available as a Service to Customer by GTT, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY GTT, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY IMPLIES OR IMPLICATES GTT TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

- E. "Services Completion" – is defined as the point at which individual Services have been delivered, as determined and documented by GTT. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.
 - F. "Final Testing" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:
 - 1. As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.
 - 2. As applicable, GTT's management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.
 - G. "First Productive Use" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer or other third-parties not within the control of GTT, 30 days from the date Service Completion occurred, whichever is sooner:
 - 1. Services Completion has occurred.
 - 2. Successful Final Testing has occurred.
 - H. "Order" – as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from GTT.
- 2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof. The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.
 - 3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from GTT, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. GTT agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work.
 - 4. TERM. The term of this MSA will begin on the Effective Date and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.
 - 5. INTELLECTUAL PROPERTY.
 - A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions,

designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by GTT that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A or any subsequent schedules, GTT owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, GTT grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and GTT Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.
- C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, GTT may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

6. INDEMNIFICATION.

- A. Indemnification by Customer. Customer shall indemnify, defend and hold harmless GTT and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "GTT Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and attorneys' fees and the costs of enforcing any right to indemnification under this MSA and the attorneys' fees and cost of pursuing any insurance providers, incurred by GTT Indemnified Parties or awarded against GTT Indemnified Parties relating to, arising out of, or resulting from: (1) any claim of a third party arising out of or occurring in connection with Customer's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA; or (2) the ownership, licensing, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return, or other disposition of the Products or Services that results in any personal injury, wrongful death, or property damage resulting in relation to the use of the Products or Services.
- B. Indemnification by GTT. GTT shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with GTT's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

- A. By GTT. GTT agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: (i) Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in GTT's opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit GTT, at GTT's option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and GTT shall refund the purchase price of such materially impacted Products and Services. The cost of all return shipping to GTT is the sole responsibility of Customer. Notwithstanding any provision herein to the contrary, GTT shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unlicensed use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of GTT or GTT authorized hardware and software, use of the Products or Services with software or hardware other than as intended.
- B. By Customer. Customer agrees to indemnify, hold harmless and defend GTT and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with GTT relating to, arising out of, or concerning any infringement or misappropriation of the Intellectual Property rights of a third party to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is not indemnified by GTT pursuant to Section 11.3.1 of this MSA.
- C. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

8. GENERAL PROVISIONS.

- A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by either Party shall operate to supersede, modify or amend any provisions of this MSA, even if either Party has initialed, signed or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the

document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA, the terms of the conflicting provision in the addenda, schedule, exhibits, terms and conditions shall supersede the conflicting terms in this MSA. Wherever possible, the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA shall be read to be in addition to and not in conflict with, this MSA.

- B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.
- C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.
- D. Non-Solicitation. Each Party agrees during the term of this MSA and for a period of twelve (12) months thereafter, it will not directly solicit for hire the employees of the other, without the written consent of the other Party. Employees hired in response to general employment solicitations advertised in the usual and customary manner by either Party shall be excluded from this provision.
- E. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.

SIGNATURE BLOCK FOLLOWS.

IN WITNESS WHEREOF, GTT and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Global Traffic Technologies, LLC	Georgetown County
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**SCHEDULE A
STATEMENT OF WORK**

Effective Date: Effective Date of MSA

1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. For avoidance of doubt, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.
2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits or wiring.
5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a GTT facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however acceptance in no way relieves GTT from its obligations as described in this Agreement or its product warranties.
6. Customer Care center phone support: GTT operates a Customer Care call center that is dedicated to supporting all GTT customers, whether in or out of warranty. To access GTT's Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. GTT's Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other GTT departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of GTT's software Products if such customer is not current on its Software Maintenance.

	Resolution Category	Definition	Response Time Goal	Resolution Goal
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	Immediate	Reported issue requires immediate attention.	Within 1 business hour	Same business day
	Moderate	Reported issue requires attention within 1-2 business days	Within same business day	2 business days
	Minor	Reported issue requires attention when convenient.	Within 1 business day	As feasible



Global Traffic Technologies
7800 Third Street North
Bldg 100
St. Paul MN 55128-5441
US

Proposal

Direct Customer

Bill To	Customer	Estimate Number	Date	Expires
Georgetown (SC)	Georgetown (SC)	10034	3/22/2021	6/20/2021

Ship To	Procurement Method	Term: For Ongoing Services
129 Screven St Georgetown, SC 29442 Attn: Doug Eggiman	PCaaS	10

Solution Type	Intersections	Vehicles
Emergency	17	41

Category	Quantity	Description
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Intersection Components

17	Opticom™ 760 card rack
17	Opticom™ 764 multimode phase selector, four channel
17	Opticom™ 3100 radio intersection antenna unit, mast mount
17	Mast mount cable clamp kit for radio antenna
500	Opticom™ Radio 1070 installation cable 500 ft. spool (price/ft)
3,000	Opticom™ Radio 1070 installation cable 1000 ft. spool (price/ft)

Vehicle Components

41	Opticom™ 2100 vehicle kit, high priority radio preemption
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Back-office Components

4	Opticom™ Central Management Software (pack of 5 intersections)
10	Opticom™ cloud hosting (per year)

Services

1	Project management
17	Installation, intersections (GPS - includes hardware and software configuration)
41	Installation, vehicle kit (hardware)
1	Setup, testing, and verification
10	Data collection and reporting (per year)
10	Monitoring and system maintenance (per year)
10	On-site repairs/replacements (vehicles, per year)
10	On-site repairs/replacements (intersections, per year)
170	AT&T 5 MB data plan (per intersection modem, per year)
410	AT&T 5 MB data plan (per vehicle modem, per year)

Software Maintenance

40	Annual software maintenance for Opticom™ CMS (per 5 license per year)
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Miscellaneous

1	Additional mast arm mounting hardware (two intersection)
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17	Standard Opticom intersection modem (includes 10 year warranty)
41	Standard Opticom vehicle modem (includes 10 year warranty)
17	Preemption parameters and timing sheets (per intersection)
17	Extended warranty on Opticom™ intersection components (years 6-10)
41	Extended warranty on Opticom™ vehicle components (years 6-10)

Annual Subscription Total

\$90,949.72

Please reference estimate number **10034** when submitting all purchase orders

Proposal Notes:

Quote assumes all management software will be hosted by GTT.
 Unless otherwise noted, GTT's PCaaS solution includes one standard monthly report of system health. If custom reports are needed, they can be quoted optionally.
 Quote does not include formal site acceptance testing, unless otherwise noted.
 Quote assumes intersection controllers are EVP-capable and/or TSP-capable as appropriate and have the proper licensing, which is to be enabled prior to GTT equipment installation.
 Quote assumes GTT-contracted personnel will have access to intersection cabinets as needed.
 Quote assumes any required controller configuration is the responsibility of purchaser and configuration/programming is complete prior to final commissioning.
 Quote assumes intersection equipment can be installed without the need for additional hardware, such as brackets, separate cabinets, etc.
 Quote assumes no additional intersection certification or design documents are required.
 Quote assumes the use of AT&T for cellular data. If Verizon is preferred or has better coverage in the area, it can be included as part of a revised quote/change order.
 Quote assumes GTT-supplied network connectivity on the vehicle.
 Quote assumes GTT-supplied network connectivity at the intersection.
 Quote assumes additional mast mount equipment is shipped directly to the customer from the supplier and the installation and configuration is coordinated between the purchaser and the contractor directly outside of GTT. If additional hardware is required it will need to be purchased separately by the customer.
 Quote assumes preemption parameters and timing sheets are all that is required for traffic documentation at the intersection.

General Notes:

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at http://www.gtt.com/sales_terms/.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

Additional proposal notes:

- Subscription prices are based on the custom configuration for Georgetown which is different than what is listed on HGAC. Future prices may be adjusted but will be negotiated in good faith.
- Any applicable HGAC fees will be paid directly by GTT
- Current HGAC contract for Opticom, which expires 4/30/2021, is PE05-19. The new contract, which expires 4/30/2023, is PE05-21.

SCHEDULE B
OTHER TERMS AND CONDITIONS OF PRODUCTS AND SERVICES ("TERMS")

1. **ACCEPTANCE OF TERMS.** These Terms are applicable to the provision of any and all Products and Services, provided by Global Traffic Technologies, LLC, Global Traffic Technologies Canada, Inc. ("GTT") or its subcontracts to the Customer (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), Schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer purchasing Products and/or Services and GTT, unless otherwise agreed to by the parties in a signed agreement. GTT expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. GTT reserves the right to update these Terms and any document referenced herein at any time.
2. **ORDERS.** A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by GTT issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.
3. **PRICE, BILLING AND PAYMENT.** GTT reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.
 - A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
 - B. Unless otherwise indicated by GTT, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on GTT's income. If GTT does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay GTT or such taxing authority if requested by GTT. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to GTT prior to invoicing or GTT will charge such taxes or duties to Customer.
 - C. GTT does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of GTT's invoice, unless otherwise agreed to in writing by GTT; provided however, GTT may require payment in advance if in GTT's reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. GTT may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Customer will pay any collection costs incurred by GTT to collect payment from Customer, including reasonable attorneys' fees.
 - D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, GTT may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability. Payments are not subject to setoff or recoupment for any claim Customer may have.
4. **DELIVERY.** GTT will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and GTT is not be liable for any damages or costs resulting from

delays in delivery. If GTT deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.

- A. Sales within U.S./Canada. GTT will arrange for transportation of all Products and GTT will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what GTT would normally provide.
- B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from GTT's facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.
- C. Title and Risk of Loss. Products are deemed accepted upon shipment. Title and risk of loss or damage to the Products or any part of the Products will pass to Customer upon shipment and Customer will be responsible for filing any damage claims with the carrier.
- D. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with GTT's Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies GTT of any Product loss or damage, GTT may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.

5. SOFTWARE.

- A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to GTT.
- B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection and network and all other equipment and services necessary to access and use the Software.
- C. Software Performance and Limited Warranty. GTT represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives GTT written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in GTT's reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than GTT or a party acting under GTT's control or direction; and (iii) Customer is in compliance with these Terms. For any breach of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) GTT will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if GTT is unable to repair or replace the non-

conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and GTT shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. GTT's warranty (including without limitation any extended warranty) applies solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

- D. **Viruses and Disabling Codes.** GTT represents and warrants that to the best of GTT's knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that GTT reserves the right to remotely prevent access to and/or use of the Software in the event that (i) GTT becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall GTT be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, GTT employed commercially-reasonable measures, consistent with the standards of GTT's industry, to detect such Malicious Code in order to prevent its introduction into the Software.
 - E. **Audit Rights.** Customer shall, while using GTT's Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of GTT, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow GTT to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.
6. **HAZARDOUS MATERIALS.** Customer acknowledges that certain materials provided by GTT may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on GTT, except as to the accuracy of special safety information furnished by GTT), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold GTT harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from GTT's failure to meet its written specifications or the inaccuracy of safety information furnished by GTT.
7. **WARRANTY.** GTT warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. GTT warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of GTT's warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to GTT for repair or replacement of the non-conforming components, as determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the Customer. All claims for non-conformance are returned to GTT. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to GTT within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFOREMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND GTT DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF GTT,

OTHER THAN AN OFFICER OF GTT BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL GTT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. GTT SHALL ALSO NOT BE LIABLE FOR ANY PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGES CAUSED BY OR ARISING FROM ANY ALLEGED DEFECT, NON-CONFORMANCE, OR FAILURE OF ITS SYSTEMS TO FUNCTION, OPERATE OR PERFORM, WHETHER ASSERTED IN WARRANTY, CONTRACT, TORT OR OTHER THEORY OF LIABILITY.

IN ANY EVENT, GTT SHALL BE SOLEY LIABLE FOR ACTUAL DAMAGES CAUSED BY GTT'S BREACH AND GTT'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO GTT PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE YEAR IMMEDIATELY PRECEDING THE START OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL GTT BE REQUIRED TO INDEMNIFY CUSTOMER OR ANY OTHER PARTY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR ALLEGING EITHER A BREACH OF ANY WARRANTY OR A BREACH OF ANY CONTRACTUAL TERM OR LEGAL DUTY BY GTT MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.

9. SUSPENSION. Without waiving any other rights or remedies, GTT may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) GTT reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) GTT is entitled to terminate this Agreement for cause.
10. PROPRIETARY RIGHTS. GTT and its licensors will retain all intellectual property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including GTT rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against GTT or GTT's customers any patent rights that include any system, process or business method utilizing or otherwise relating to the Products and/or Services.
11. RESALE. Customer, by placing an Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to GTT that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in this Terms is intended to restrict a Customer that is an authorized GTT dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to GTT's acceptance of an Order.
12. COMPLIANCE WITH LAWS/ANTI-CORRUPTION. Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, GTT, or their affiliates to violate any Laws.
 - A. Products and Services will comply with applicable federal legal requirements in the United States and Canada. If they must comply with any additional legal requirements, such as a state or local municipality, or another country, Customer is solely responsible for identifying all such requirements to GTT in writing.

13. **CONFIDENTIAL INFORMATION.** As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.
- A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by GTT to an authorized GTT dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement..
- B. **Receiving Party Obligations.** The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.
14. **GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES.** The Order and these Terms will be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Ramsey County, Minnesota. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer must commence all actions relating to an Order within one (1) year from the initial date of occurrence of the event giving rise to any claim or such claim will be forever barred. If GTT substantially prevails in any dispute, Customer will pay all reasonable costs incurred by GTT, including but not limited to collection costs, attorneys' fees and costs of legal action.
15. **FORCE MAJEURE.** GTT will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost or expense, including any loss or damage to the Product that may prevent GTT from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If GTT's costs are increased as a result of such Force Majeure Event, GTT may increase pricing upon written notice to Customer.

GTT reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determined to be unrelated to GTT's Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

16. TECHNOLOGY REQUIREMENTS.

- A. If GTT's North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.
- B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.
 - 1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.
- C. In instances where GTT is providing PCaaS or any ongoing services requiring remote access, GTT assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a GTT-provided cellular data plan has been included amongst the listed services.

17. MISCELLANEOUS. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. GTT's failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.

18. SERVICES. Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of GTT's Products with third party products, unless otherwise agreed to in writing by GTT. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.

- A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without GTT's written consent; (2) use of parts and/or supplies not approved by GTT for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to GTT's applicable specifications; (5) failure or inadequacy of electric power, humidity or air control; (6) failure to follow operating procedures provided by GTT; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of GTT.
- B. GTT's performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within GTT's published specifications; (3) maintaining the Product in conformance with GTT's maintenance standards; (4) properly

maintaining the operating environment; and (5) providing necessary utility services for use of the Product in accordance with accompanying specifications.

- C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that GTT shall not be liable for any costs, expenses or damages arising from such work.
19. REPLACEMENT PARTS. In performing PCaaS services, GTT reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of GTT. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event GTT's obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
20. DATA. Customer warrants that it has sufficient rights, title and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. GTT may view, store, copy, delete or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless prohibited by law, GTT may also collect, analyze and otherwise use anonymized versions of Customer Data for its own business purposes.
21. SUPPORT. GTT will provide helpdesk support during GTT's normal business hours, which are 8:00 am to 5:00 pm central time, Monday through Friday, excluding holidays.
- A. Warranty Support. Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333 for assistance in locating an authorized repair facility servicing your country.
22. TERMINATION. Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or (d) for convenience, in which case Customer will be responsible to pay GTT for all Product and Services delivered, all costs incurred by GTT that have not yet been amortized and any other operating expense incurred by GTT that are specifically applicable to this Agreement.
23. OTHER. GTT reserves the right to publicly disclose Customer as a customer of GTT, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes and other references to Customer will require explicit permission by Customer.



**GEORGETOWN COUNTY EMERGENCY MANAGEMENT
2222-C HIGHMARKET STREET, GEORGETOWN, SC 29440**

4/1/2021

Nancy Silver
Georgetown County Finance
128 Screven Street
Georgetown, SC 29440

RE: Recommendation to Support – Opticom

Dear Nancy,

I hereby endorse my support in purchasing the Opticom Emergency Response System by utilizing an existing purchasing cooperative, of which Georgetown County participates in.

Please let me know if there are any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Ellis".

Brandon Ellis, Emergency Manager
Georgetown County Emergency Management

Item Number: 6.h
Meeting Date: 4/13/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-030, Sea Ark Commercial 2672 Workhorse boat, motor, trailer and equipment

CURRENT STATUS:

This is part of the FY21 Capital Equipment Replacement Plan (CERP) and will replace the current 2006 Carolina skiff with trailer, model 2590DLXEW, Serial # EKH0026VJ506 and the current 2007 Suzuki 200 HP Force Stroke Engine, Serial #20001F780242.

POINTS TO CONSIDER:

Emergency Management and Midway Fire request approval of this procurement as a sole source from the proposed vendors for the following reasons:

- 1) The Boat Shed for the Sea Ark Commercial 2672 Workhorse boat, motors and trailer at \$79,595.04. The Boat Shed is the only authorized territorial sales rep for Sea Ark in our area. Sea Ark is the recommended emergency vessel for their lifetime warranty against punctures and .125 Heavy Duty Hull. This is a critical safety feature during flooding and post storm situations where debris is floating in the water.
- 2) LiveWire Electronics for the integrated electronics suite package at \$23,500.00 as they are the only NEMA and MEI certified Marine electronics installers between Wilmington, NC and Charleston, SC. When service is required, having a local shop that can travel to perform work is critical to keeping the boat in service and prepared to respond.
- 3) First Vehicles Services for the Hale fire pump and equipment for firefighting at \$9,580.00. First Vehicle Services is the County's contracted provider of maintenance and repairs for the County's vehicles and Hale fire pumps with several technicians certified Emergency Vehicle technicians. First Vehicle Services is also the closest authorized Hale fire pump distributor and service center for our area. This combination allows for the fire pump and equipment to be purchased at a cost.

FINANCIAL IMPACT:

This is part of the Capital Equipment Replacement Plan (CERP) and funding is located in GL Account Number 499.903-50707, Capital Equipment Replacement, Midway Fire Service-Machinery & Equipment up to \$121,993.00.

OPTIONS:

- 1) Approve award to the Boat Shed, First Vehicle Services, and Live Wire Electronics to build a complete unit for Midway Fire & Rescue for a total amount of \$112,675.04.
- 2) Deny staff's recommendation.

STAFF RECOMMENDATIONS:

Emergency Management and Midway Fire recommend award of the attached Sea Ark Commercial 2672 Workhorse boat, motor, trailer and equipment for their emergency services needs utilizing the sole source method. The breakdown of the components to make a complete unit are as follows: SeaArk Commercial 26722 Workhorse boat, motors and trailer from the Boat Shed for the price of \$79,595.04, integrated electronics suite package from Live Wire Electronics for the price of \$23,500.00, Hale fire pump and associated equipment from First Vehicle Services for the price of \$9,580.00 for a complete purchase price of \$112,675.04.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
21-030 Recommendation	Cover Memo



**GEORGETOWN COUNTY EMERGENCY MANAGEMENT
2222-C HIGHMARKET STREET, GEORGETOWN, SC 29440**

3/15/2021

Nancy Silver
Georgetown County Finance
128 Screven Street
Georgetown, SC 29440

RE: Recommendation to Support – Midway Fire Rescue River 1 Replacement

Dear Nancy,

I have reviewed and hereby support the request for purchase by Midway Fire Rescue to replace their River 1 Marine Unit using the CERP allocation. I further support the sole source recommendations provided by Midway Fire Rescue, given that these recommendations meet the requirements provided by your department and the Georgetown County Purchasing Division.

Please let me know if there are any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandon Ellis", with a long horizontal line extending to the right.

Brandon Ellis, Director
Georgetown County Emergency Services Division



FIRE CHIEF
Doug Eggiman
ASSISTANT CHIEF
James Crawford

Midway Fire Rescue

Post Office Box 86
Pawleys Island, South Carolina 29585
843-545-3620



COUNTY ADMINISTRATOR
Angela Christian

To: Nancy Silver, Purchasing Officer

From: Doug Eggiman, Fire Chief

Date: March 12, 2021

Re: Recommendation for Sea Ark boat, motors, trailer and firefighting/rescue/EMS equipment

Our staff have worked with, researched and/or tested Sea Ark boats, Hale fire pumps, the Boat Shed, Live Wire Electronics and First Vehicle Services. In fact our fleet includes Sea Ark boats, all of our fire pumps are Hale and our electronics are FLIR and Garmin, etc. We have had great satisfaction with the equipment and vendors involved in this proposed CERP replacement of our existing River 1.

That being the case, I recommend we proceed with the purchase of 1 Sea Ark Commercial 2672 Workhorse boat, motors and trailer from the Boat Shed for the price of \$79,595.04. I also recommend that we proceed with the purchase and installation of the integrated electronics suite package from Live Wire Electronics for the price of \$23,500.00. In addition I recommend we proceed with the purchase and installation of the Hale Fire Pump and associated equipment from First Vehicle Services for the price of \$9,580.00

We believe this combination of equipment and vendors provides the most value and will significantly enhance our ability to provide firefighting, search & rescue, and EMS services on the area waterways and Sandy Island. Thank you.

South Carolina's 2011 Small Emergency Medical Service System of the Year
SERVING PAWLEYS ISLAND, LITCHFIELD BEACH, DEBORDIEU COLONY



Georgetown County, SC

JUSTIFICATION FOR SOLE SOURCE

Georgetown County proposes to procure 1 Sea Ark Commercial 2672 Workhorse boat,
motors and trailer. (1)

as a sole source from Sea Ark Boats dealer, The Boat Shed, 211 Church Street, Georgetown,
SC 29440. The Boat Shed is the authorized territorial sales rep for Sea Ark in our area. (2)

based upon the following justification as outlined in Ordinance 20-32, Sec. 2-54:

- ☐ There is a lack of competition for a product or service.
- ☐ It is a unique, one-of-a-kind service offer.
- ☒ The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
- ☐ Where the items are needed for trial use or testing.
- ☐ Specialized projects where the continuation of a professional service contract is imperative to the success and efficiency of a project, subject to the County Administrator's approval.

Specify: See below.

(3)

Budgeted Funds: ☒-YES ☐-NO Amount: \$79,595.04

G/L Account Number: 499-903-50707 Department: Midway Fire

Submitted by: Doug Eggiman, Fire Chief Date: 03/12/2021

Department Director: [Signature] Date: 3/15/21

Purchasing Approval: _____ Date: _____

County Administrator Approval: _____ Date: _____

Revised 09/10/2020

Notes: (1) Enter brief description of goods or services to be procured
(2) Enter name, address and phone number of vendor or contractor
(3) Enter the basis of the sole source
***Attach a sole source letter from the vendor and any additional supporting documentation.

1. Sea Ark is the ONLY boat with a **.125 Heavy Duty hull**
2. Sea Ark is the ONLY boat with a **LIFETIME warranty against punctures.**
In moving water with debris and in the creeks, North Inlet, and waterways this is a critical safety feature, especially during flooding situations and post storm situations with all of the large debris, LPG tanks, etc. floating in the water.
3. The Sea Ark 2672 Workhorse is 24-inches deep and is wider than any other similar boats in this size and category giving in exceptional stability, load capacity, and handling.
4. The Sea Ark 2672 Workhorse has **purpose built full length handrails along the beam of the boat for victim removal / rescuer egress and entry on both sides.**
5. It has a **3-degree hull with a tunnel hull and floatation pods** to give it the shallowest draft possible so we can access creek beds, oyster creeks, tidal plains with ease.
6. The Sea Ark 2672 Workhorse has reinforced ribs in hull with 3 degree all complete welds. There is no spot welding on the Sea Ark MV Hull. For added strength, durability, and stability in all sea and weather conditions it also has a double channeled transom and double welded chine.
7. For added strength and decreased weight, **the keel, bow, and all side rails are all extruded construction and completely welded end to end** as a solid weld.
Again, no spot welding.
8. Sealed compartment to store electronic / medical equipment.
9. Textured flat flooring for loading equipment, patients. No open rib floor for a trip hazard.
10. Special primer and Urethane paint to resist corrosion.
11. Two Motors allow for steerage and safety when operating in variable depth water while using fire pump.
12. Double Bilge pumps in case of emergency or rough water conditions

The Boat Shed, Inc.

211 Church St.
Georgetown, SC 29440
(843) 546-4415

buyers order

Buyers Order

(Midway) County Of Georgetown
129 Screven St. Suite 239
Post Office Drawer 421270
Georgetown, SC 29442-4200
(843) 545-3083

March 12, 2021

Buyers Order No 1718

Salesman

I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to effect delivery.

Unit Information

<u>New/U</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial No</u>	<u>Stock No</u>	<u>Price</u>
NEW	2022	SeaArk	2672 WORK HORSE	TBD	2366	13,780.00
NEW	2022	Yamaha	F150XB	TBD	2367	10,588.00
NEW	2022	Yamaha	LF150XB	TBD	2368	10,989.00
NEW	2022	Magic Tilt	TALSK2652	TBD	2369	5,250.00

Factory Options

.125 Floor	\$2,730.00
12' Safety Grab Rails	\$433.00
2 X 12Volt Plugs	\$89.00
2 X Auto Bilge Pumps	\$321.00
2 X USB Plugs	\$106.00
36 Gallon Fuel Tank	\$1,920.00
4 Bank Pro Mariner Charger W/	\$570.00
4 Control Cables	\$289.00
4 Eye Rings	\$149.00
4 Interstate Batteries W/ Tray	\$560.00
48" Bench Seat	\$512.00
5' Seat Box	\$513.00
6 X 6" Cleats	\$172.00
Bottom Paint	\$1,500.00
Cabin	\$9,525.00
Captains Chair	\$452.00
Dual Binnacle Kit 6yc-0e83c-20	\$2,243.00
Dual Motor Covers	\$110.00
Dual SST Fuel Water Separator	\$176.00
Dual SST Props	\$1,346.00
Dual Windshield Wipers	\$555.00

Unit Price (Your Purchase Price)	40,607.00
Factory Options	34,573.04
Customer Added Accessories	0.00
Freight	1,000.00
Dealer Prep / Rigging Fee	2,500.00
Service Contract	0.00
Other Options	0.00

Cash Price	78,680.04
Trade Allowance	0.00
Payoff	0.00
Net Trade	0.00
Net Sale (Cash Price - Net Trade)	78,680.04
Sales Tax (Includes Battery Fees/Taxes)	500.00
Capital Projects Improvement Tax	0.00
Trailer Tax	315.00
Property or Advalorem Tax	0.00
Filing Fees/UCC Filing	0.00
Title/Registration Fees	100.00
Document and/or Administration Fees	0.00
Credit Life Insurance	0.00
Accident & Disability	0.00
Other Insurance	0.00

Total Other Charges	915.00
Sub Total (Net Sale + Other Charges)	79,595.04
Cash Down Payment	0.00
Amount to Pay/Finance	79,595.04

Trade Information

Deposits

Unpaid deposit amount due on or before pick-up/delivery \$79,595.04

Customer Signature _____ Dealer Signature _____

Thank You For Shopping At
The Boat Shed, Inc.



Georgetown County, SC

JUSTIFICATION FOR SOLE SOURCE

Georgetown County proposes to procure Hale fire pump and equipment for the purposes
of firefighting with our River 1 replacement. (1)

as a sole source from First Vehicle Services, 2210 Browns Ferry Road, Georgetown, SC 29440
(2)

based upon the following justification as outlined in Ordinance 20-32, Sec. 2-54:

- ☒ There is a lack of competition for a product or service.
- ☒ It is a unique, one-of-a-kind service offer.
- ☐ The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
- ☐ Where the items are needed for trial use or testing.
- ☐ Specialized projects where the continuation of a professional service contract is imperative to the success and efficiency of a project, subject to the County Administrator's approval.

Specify: See below.

(3)

Budgeted Funds: ☒-YES ☐-NO Amount: \$9,580.00

G/L Account Number: 499-903-50707 Department: Midway Fire

Submitted by: Doug Eggiman, Fire Chief Date: 03/12/2021

Department Director: [Signature] Date: 3/15/21

Purchasing Approval: _____ Date: _____

County Administrator Approval: _____ Date: _____

Revised 09/10/2020

- Notes: (1) Enter brief description of goods or services to be procured
(2) Enter name, address and phone number of vendor or contractor
(3) Enter the basis of the sole source
***Attach a sole source letter from the vendor and any additional supporting documentation.

First Vehicle Services is the contracted provider of maintenance and repairs for Georgetown County's vehicles and Hale fire pumps, with several of their technicians being certified Emergency Vehicle Technicians. First Vehicle Services is also the closest authorized Hale fire pump distributor and service center for our area. This combined with the contractual relationship with the county allows for the fire pump and equipment to be purchased at cost. In addition, the installation will require custom modifications to ensure the fire pump and equipment is installed to the manufacturer's specifications. When service will be required, having a local shop that can travel to the Marina and perform work is critical to keeping the boat in service and prepared to respond.

2210 Browns Ferry Road
Georgetown, SC 29440
Tel: (843) 546-5708
Fax: (843) 527-1619

FIRST VEHICLE SERVICES

Authorization for Non-Contract Repairs

Date: 3/12/2021

Department Number: 499-903

Department Fax Number:

Unit Number: River 1

Unit Description: New Sea Ark

Person Requesting Repairs: Carr Gilmore

Non-Contract Reason: OUT OF LIFE CYCLE: ☐ ABUSE OR VANDELISM ☐

MODIFICATION: ☒ ACCIDENT ☐ OTHER ☐

Description of repairs: Install Fire Pump on new River 1

Est. Cost of Parts:

Hale 545-5220-00-0 Power Flow HPX450-B35	5,924.50
Electric Primer for Hale Pump	645.00
Swivel for Intake 4-inch coupled to 4-inch NST for Hard Suction	385.00
Two (2) 10-ft. Hard Suction sections of Hose	326.00
Ladder and base for pump	1,700.00
Power coat aluminum	300.00
Est. Cost of Labor:	300.00

Total Estimate: \$ 9,580.00

Signature of First Vehicle Services: Richard D Price Jr.

Signature of Division Manager: _____

Signature of Department Director: _____

Quality Work + Professionalism = First Vehicle Services



James Crawford <chief2crawford@gmail.com>

Hale Pump

Price, Richard D <richard.price@firstgroup.com>

Fri, Mar 12, 2021 at 3:28 PM

To: "chief2crawford@gmail.com" <chief2crawford@gmail.com>

Chief Crawford,

As per our conversation and discussions with Chief Gilmore we here at First Vehicle In Georgetown are an authorized Hale service and sales location. We can sell, install, and maintain Hale pumps. If you have any questions please feel free to contact me.

Rich Price

GM First Vehicle Services 48080

Office : 843-546-5708 | 2210 Browns Ferry Rd Georgetown, SC 29440

Mobile: 843-833-4868 | richard.price@firstgroup.com

Fax : 843-527-1619 | Fax 864-752-1571

www.firstvehicleservices.com

We provide easy and convenient mobility, improving
quality of life by connecting people and communities

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Georgetown County, SC

JUSTIFICATION FOR SOLE SOURCE

Georgetown County proposes to procure Integrated Electronics Suite package for search
for the purposes of navigation, communication, search, rescue and firefighting for our
River 1 replacement. ⁽¹⁾

as a sole source from Live Wire Electronics, 8100 SC-707, Myrtle Beach, SC 29588.
⁽²⁾

based upon the following justification as outlined in Ordinance 20-32, Sec. 2-54:

- ☒ There is a lack of competition for a product or service.
- ☒ It is a unique, one-of-a-kind service offer.
- ☐ The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
- ☐ Where the items are needed for trial use or testing.
- ☐ Specialized projects where the continuation of a professional service contract is imperative to the success and efficiency of a project, subject to the County Administrator's approval.

Specify: See below.

⁽³⁾

Budgeted Funds: ☒-YES ☐-NO Amount: \$23,500.00

G/L Account Number: 499-903-50707 Department: Midway Fire

Submitted by: Doug Eggiman, Fire Chief Date: 03/12/2021

Department Director: [Signature] Date: 3/15/21

Purchasing Approval: _____ Date: _____

County Administrator Approval: _____ Date: _____

Revised 09/10/2020

- Notes: (1) Enter brief description of goods or services to be procured
(2) Enter name, address and phone number of vendor or contractor
(3) Enter the basis of the sole source
***Attach a sole source letter from the vendor and any additional supporting documentation.

The owner, Jonathan Stevens, and his staff are the only NEMA and MEI certified marine electronics installers in the area between Wilmington, NC and Charleston, SC. It is complex and integrated installation work as well as insuring all the components are wired, grounded, and function properly. Live Wire Electronics is also a certified Garmin and FLIR installation location. The installation will require custom modifications, to allow for the proper use of limited electrical power, as well as to ensure the scene lights, transducers, and wiring harnesses are all installed to the manufacturer's specifications. When service will be required, having a local shop that can travel to the Marina and perform work is critical to keeping the boat in service and prepared to respond.



•Marine •Mobile •Residential •Commercial

March 12, 2021

Midway Fire Rescue
67 Saint Paul's Place
Pawleys Island, SC 29585
ATTENTION: Chief Eggiman

Subject: Sole Source NEMA Certified Installer

Chief Eggiman,

Live Wire Electronics is the only NEMA MEI certified shop between Wilmington, NC and Charleston, SC. Our shop is staffed and supervised by currently certified NEMA MEI installers. To ensure all the electronics function during an emergency and are operating together, we have been working with Midway Fire Rescue Water Rescue Committee to ensure all features function as well on an incident as we have planned in our on-going meetings.

Live Wire Electronics is an authorized Garmin and FLIR installer and dealer. We provide mobile service as well as on-site service for all Midway Fire Rescue Watercraft. The NMEA, which stands for National Marine Electronics Association, is committed to enhancing the technology and safety of marine electronics through installer training and interface standards. NEMA certified installers are recognized as setting the standards for professionalism within the marine electronics industry. "NEMA" is the industry standard acronym used to reference all Marine Electronic communication protocols (NEMA 2000/NEMA 0183). This standard is the equivalent to the NFPA standard used by fire apparatus builders.

NEMA is an ANSI-accredited Standards Developing Organization, helping to develop standards in the electronics industry.

Live Wire Electronics maintains our certification with NEMA to ensure our installers and customers are on the cutting edge which is critical for integrating today's technology into our customer's needs.

Thank you for your consideration.

V/r

Jonathan Stevens
Owner/President

8100 Highway 707 • Myrtle Beach, SC 29588
(843)650-6922 • Fax: (843)215-1852
Web Site: Livewiree.com • Email: LWE@Livewiree.com



•Marine •Mobile •Residential •Commercial

Midway Fire Rescue
67 Saint Paul's Place
Pawleys Island, SC 29585
ATTN: BC Gilmore

March 12, 2021

Updated Price Quote for River 1 Project

(1) FLIR M232/JCU3 Bundle

(1) FLIR M232 Pan/Tilt Camera E70354 \$2,799.00

(1) FLIR JCU 3 for M100/200/300 A80510 \$300.00

(3) Garmin 6' Marine Network Cable 010-10550-00 GAX10550 \$86.65

(2) Garmin Marine Network PoE Isolation Coupler 010-10580-10 \$99.90

(1) Garmin 12-pin Transducer w/ XID Ext. Cable 10' 010-11617-32 \$39.95

(1) ICOM-M400BB Black Box DSC VHF Radio with Command MIC IV \$700.00

To include: (1) New VHF Antenna, (1) New Antenna Mount, installation

(2) Garmin GPSMAP 1242xsv Plus 010-02322-03 GA0232203 \$4,758.00

(1) Garmin GT52HW-TM Transducer 010-12405-00 \$269.95

(1) Garmin Fantom 18 Radar Dome 010-01706-00 \$1,999.00

(1) Cotek 2000-Watt Marine Power Inverter with Remote On /Off Switch \$700.00

(1) White LED Courtesy Light (1) Two Red LED courtesy Lights in Cabin,
Heise, LED Light Strips \$250.00

Warning / Flood Lights:

(2) HELLA ValueFit RC360 Gen 2, mounted on Roof, one each side towards the
rear corners of Cabin Roof. # 357104041 \$850.00

(1) HE-DRC50 Dual Row Curved Lightbar - 50 Inch, 96 LED, Roof \$500.00

(1) HE-HDR42 Dual-Row High Output Lightbar - 42 Inch, 80 LED, Left Side \$500.00

(1) HE-HDR42 Dual-Row High Output Lightbar - 42 Inch, 80 LED, Right side \$500.00

(1) HE-HDR42 Dual-Row High Output Lightbar - 42 Inch, 80 LED, Rear side \$500.00

(3) HE-HDRS22 Dual-Row High Output Sidelight Lightbar - 23.2 Inch, 40 LED
for front and side of Bow of boat \$1,000.00



•Marine •Mobile •Residential •Commercial

(3) Fenix Fusion 400 Lightstick Part Number: FN-0416 R/R/R/R Modules	\$597.00
(4) End Cap Mounts	\$79.99
(1) Fenix Fusion 800 Lightstick FN-0816 G/R/R/R/R/R/R Modules	\$369.00
(2) Strobes N' More LED EBeacon Elite - Class 1 Red LED	\$350.00
(1) Siren Speaker Package 1: Fenix Typhoon 100W Siren and Triton 100W Speaker	\$350.00
Custom Installation, Mounting, Shop Supplies, Labor Cost	\$5,401.56
(1) One UV Tint to All Cabin windows	\$500.00
Total	\$23,500.00

8100 Highway 707 ♦ Myrtle Beach, SC 29588
(843)650-6922 ♦ Fax: (843)215-1852
Web Site: Livewiree.com ♦ Email: LWE@Livewiree.com

Item Number: 7.a
Meeting Date: 4/13/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-09 – An Ordinance Authorizing (1) the Execution and Delivery of a First Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The “County”), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto.

CURRENT STATUS:

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 has entered into a contractual agreement with the proposed company to expand certain facilities at one or more locations in the County.

POINTS TO CONSIDER:

Ordinance No. 21-09 proposes to amend the agreement, as previously entered into in October 2019.

FINANCIAL IMPACT:

OPTIONS:

1. Adoption of Ordinance No. 21-09.
2. Decline adoption of Ordinance No. 21-09.

STAFF RECOMMENDATIONS:

The Chairman will open the floor for public comments related to Ordinance No. 21-09.

Recommendations related to the adoption of Ordinance No. 21-09 will be presented under separate report.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
<div data-bbox="164 176 180 197" data-label="Image"></div> Ordinance No. 21-09 First Amendment to FILOT G2 Composites (Amended for 3rd)	Ordinance
<div data-bbox="164 247 180 268" data-label="Image"></div> First Amendment to FILOT Agreement (Amended for 3rd Reading)	Exhibit
<div data-bbox="164 298 180 319" data-label="Image"></div> REDLINE Version - Ordinance No. 21-09	Backup Material
<div data-bbox="164 338 180 359" data-label="Image"></div> REDLINE Version - FILOT Agreement	Backup Material

**GEORGETOWN COUNTY
ORDINANCE NO. 21-09**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY"), G2 COMPOSITES, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND I, LLC), AND EAGLE COMMERCIAL, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND II, LLC) TO EFFECT CERTAIN MODIFICATIONS THERETO; AND (2) OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, in consideration of the Companies' anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, the specific terms and conditions of which are set forth in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies (the "First Amendment"), the form of which is presented to this meeting, and which First Amendment is to be dated as of April 13, 2021, or such other date as the parties thereto may agree; and

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

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

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

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

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

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

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 13th day of April, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading: February 23, 2021

Second Reading: March 9, 2021

Public Hearing: April 13, 2021

Third Reading: April 13, 2021

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

by and among

GEORGETOWN COUNTY, SOUTH CAROLINA

and

G2 COMPOSITES, LLC

and

EAGLE COMMERCIAL, LLC

Dated as of April 13, 2021

This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019 by and among Georgetown County, South Carolina and G2 Composites, LLC (as successor in interest to MHG OZ Fund I, LLC by assignment), and Eagle Commercial, LLC (as successor in interest to MHG OZ Fund II, LLC by assignment).

FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “First Amendment”), dated as of April 13, 2021, by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and **G2 COMPOSITES, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund I, LLC by assignment), and **EAGLE COMMERCIAL, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund II, LLC by assignment), each acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Companies”).

WITNESSETH:

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 by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, in connection with the establishment and/or expansion of certain manufacturing, commercial, and related facilities at one or more locations in the County (the “Project”), pursuant to an Ordinance duly enacted by the Council on October 22, 2019, the County and the Companies entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019 (the “Fee Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as such term is defined in the Fee Agreement) benefits with respect to the Project, all as set forth in greater detail therein; and

WHEREAS, in consideration of the Companies’ anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, all as memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council authorized the modifications to the Fee Agreement referenced above and set forth in this First Amendment, and authorized the execution and delivery of this First Amendment, pursuant to Ordinance No. 21-09 duly enacted by the Council on April 13, 2021.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County

and the Companies agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

Section 2. Amendment of Fee Agreement. The Fee Agreement is hereby amended as follows:

- (a) The second sentence of subsection (a) of Section 3.05 is hereby deleted in its entirety and the following is substituted therefor:

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 40,000 square feet resulting in a maximum annual payment obligation of \$240,000 (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.

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The Fee Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in the Fee Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision of this First Amendment 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 6. Multiple Counterparts. This First Amendment 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.

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

**GEORGETOWN COUNTY, SOUTH
CAROLINA**

(SEAL)

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

ATTEST:

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

G2 COMPOSITES, LLC

By: _____

Name: _____

Title: _____

EAGLE COMMERCIAL, LLC

By: _____

Name: _____

Title: _____

**GEORGETOWN COUNTY
ORDINANCE NO. 21-09**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY"), G2 COMPOSITES, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND I, LLC), AND EAGLE COMMERCIAL, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND II, LLC) TO EFFECT CERTAIN MODIFICATIONS THERETO; AND (2) OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, in consideration of the Companies' anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, the specific terms and conditions of which are set forth in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies (the "First Amendment"), the form of which is presented to this meeting, and which First Amendment is to be dated as of April 13 , 2021, or such other date as the parties thereto may agree; and

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

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

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

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

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

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

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 13th day of April, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading: February 23, 2021
Second Reading: March 9, 2021
Public Hearing: April 13, 2021
Third Reading: April 13, 2021

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 3/30/2021 5:18:29 PM	
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Intelligent Table Comparison: Active	
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Embedded Excel	0
Format changes	0
Total Changes:	10

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

by and among

GEORGETOWN COUNTY, SOUTH CAROLINA

and

G2 COMPOSITES, LLC

and

EAGLE COMMERCIAL, LLC

Dated as of April 13, 2021

This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019 by and among Georgetown County, South Carolina and G2 Composites, LLC (as successor in interest to MHG OZ Fund I, LLC by assignment), and Eagle Commercial, LLC (as successor in interest to MHG OZ Fund II, LLC by assignment).

FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "First Amendment"), dated as of April 13, 2021, by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and **G2 COMPOSITES, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund I, LLC by assignment), and **EAGLE COMMERCIAL, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund II, LLC by assignment), each acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Companies").

WITNESSETH:

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 by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

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

WHEREAS, in consideration of the Companies' anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, all as memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council authorized the modifications to the Fee Agreement referenced above and set forth in this First Amendment, and authorized the execution and delivery of this

First Amendment, pursuant to Ordinance No. 21-09 duly enacted by the Council on April 13, 2021.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

Section 2. Amendment of Fee Agreement. The Fee Agreement is hereby amended as follows:

- (a) The second sentence of subsection (a) of Section 3.05 is hereby deleted in its entirety and the following is substituted therefor:

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 40,000 square feet resulting in a maximum annual payment obligation of \$240,000 (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.

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The Fee Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein and ~~neither~~no party hereto has made or shall be bound by any agreement or any representation to ~~the~~any other party which is not expressly set forth in the Fee Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision of this First Amendment 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 6. Multiple Counterparts. This First Amendment 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.

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

**GEORGETOWN COUNTY, SOUTH
CAROLINA**

(SEAL)

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

ATTEST:

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

G2 COMPOSITES, LLC

By: _____
Name: _____
Title: _____

EAGLE COMMERCIAL, LLC

By: _____
Name: _____
Title: _____

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 3/30/2021 5:33:35 PM	
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Total Changes:	17

Item Number: 7.b
Meeting Date: 4/13/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

Project is still in the planning phase.

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

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

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

The Chairman will open the floor for public input related to Ordinance No. 21-12.

Recommendations regarding the approval of Ordinance No. 21-12 will be provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

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

EXHIBIT A
FEE AGREEMENT

4851-1786-8258 v.2

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

BETWEEN

SR LAMBERT I, LLC

AND

GEORGETOWN COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [___], 2021

TABLE OF CONTENTS

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

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

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

SUMMARY OF CONTENTS OF FEE AGREEMENT

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

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

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

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

WITNESSETH:

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

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

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

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

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Fee Agreement” means this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

Section 3.3. *Filings and Reports.*

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

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

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

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

ARTICLE V ADDITIONAL INCENTIVES

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

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

ARTICLE VI CLAW BACK

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

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

ARTICLE VII DEFAULT

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

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

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

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

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

Section 7.2. Remedies on Default.

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII

PARTICULAR RIGHTS AND COVENANTS

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

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

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

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

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

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

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

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

ARTICLE IX SPONSOR AFFILIATES

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

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

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

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

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

[Signature pages follow]

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

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Georgetown County, South Carolina

ATTEST:

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

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

SR LAMBERT I, LLC

By: [_____]
Its: Manager

By: _____
Name: _____
Title: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

SAINTS DELIGHT ROAD

TMS:

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

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

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Request and Consent of Sponsor.

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

Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

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

6. Consent of County.

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

7. Governing Law.

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

8. Notice.

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

[_____]

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

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

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

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

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

“*MWac*” means megawatts of alternating current.

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

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

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

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

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

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

Item Number: 7.c
Meeting Date: 4/13/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

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

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

The Chairman will open the floor for public input related to Ordinance No. 21-13.

Recommendations regarding the approval of Ordinance No. 21-13 will be provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
Ordinance No. 21-13 Joint County Industrial Park	

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

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

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

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

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

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

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

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

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

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

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

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

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

Exhibit A
Property

[]

Exhibit B

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

[see attached]

4836-3197-0274 v.2

Item Number: 7.d
Meeting Date: 4/13/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

Project is still in the planning phase.

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

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

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

The Chairman will open the floor for public input related to Ordinance No. 21-14.

Recommendations regarding the approval of Ordinance No. 21-14 will be provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 21-14 FILOT Lambert II	Ordinance
▣ FILOT AGREEMENT - Lambert II	Exhibit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

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

EXHIBIT A
FEE AGREEMENT

4850-3883-1842 v.1

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

BETWEEN

SR LAMBERT II, LLC

AND

GEORGETOWN COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [___], 2021

TABLE OF CONTENTS

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

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

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

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

SUMMARY OF CONTENTS OF FEE AGREEMENT

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

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

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

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

WITNESSETH:

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

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

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

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

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Fee Agreement” means this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

Section 3.3. *Filings and Reports.*

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

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

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

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

ARTICLE V ADDITIONAL INCENTIVES

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

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

ARTICLE VI CLAW BACK

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

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

ARTICLE VII DEFAULT

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

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

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

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

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

Section 7.2. Remedies on Default.

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII

PARTICULAR RIGHTS AND COVENANTS

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

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

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

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

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

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

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

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

ARTICLE IX SPONSOR AFFILIATES

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

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

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

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

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

[Signature pages follow]

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

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Georgetown County, South Carolina

ATTEST:

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

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

SR LAMBERT II, LLC

By: [_____]
Its: Manager

By: _____
Name:
Title:

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

EXHIBIT A
PROPERTY DESCRIPTION

SAINTS DELIGHT ROAD

TMS:

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

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

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Request and Consent of Sponsor.

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

Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

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

6. Consent of County.

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

7. Governing Law.

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

8. Notice.

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

[_____]

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

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

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

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

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

“*MWac*” means megawatts of alternating current.

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

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

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

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

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

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

Item Number: 7.e
Meeting Date: 4/13/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

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

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

The Chairman will open the floor for public input related to Ordinance No. 21-15.

Recommendations regarding the approval of Ordinance No. 21-15 will be provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

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

Exhibit A
Property

[]

Exhibit B

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

[see attached]

4815-6693-1170 v.1

Item Number: 9.a
Meeting Date: 4/13/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDERCONSIDERATION:

Proclamation No. 21-06 - To declare the week of May 16-22, 2021, as **Public Works Week** in Georgetown County.

CURRENT STATUS:

Pending Adoption.

POINTS TO CONSIDER:

1. President John F. Kennedy proclaimed National Public Works Week as an annual reminder of the many ways Public Works contributes to our quality of life.
2. During this week-long celebration, Public Works professionals take part in events and activities which heighten public awareness of professions in Public Works and their impact on our daily lives.

FINANCIAL IMPACT:

None

OPTIONS:

1. Approval of Proclamation
2. Rejection of Proclamation

STAFF RECOMMENDATIONS:

Staff recommends option 1, above: to declare the week of May 16-22, 2021, "Public Works Week" in Georgetown County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ 2021 Public Works Week Proclamation	Resolution Letter



**Stronger
Together**

**National Public Works Week
May 16 – 22, 2021 “Stronger Together”**



WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Georgetown County; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Georgetown County to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the **61st annual National Public Works Week** sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, that Georgetown County Council hereby designates the week May 16 – 22, 2021 as

“Public Works Week”

BE IT FURTHER RESOLVED, all citizens and civic organizations should join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health, safety, and quality of life.

Adopted at the Georgetown County Council Chambers, South Carolina, this _____ day of _____ 2021.

Louis R. Morant

Georgetown County Council Chairman

ATTEST:

**Theresa E. Floyd
Clerk to Council**



Item Number: 9.b
Meeting Date: 4/13/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Proclamation No. 21-07 - In recognition of National County Government Month

CURRENT STATUS:

April is National County Government Month. The National Association of Counties has requested all county governments pass a Proclamation in support of this occasion.

A proclamation is presented to Council with a recommendation for approval.

POINTS TO CONSIDER:

- The nation's 3,069 counties, parishes and boroughs serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities.
- Counties provide public health services, administer justice, keep communities safe, foster economic opportunities and much more.
- Georgetown County and all counties take pride in its responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways.
- Each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services.

FINANCIAL IMPACT:

None.

OPTIONS:

1. Approve the Proclamation.
2. Do not approve the Proclamation.

STAFF RECOMMENDATIONS:

Approve the Proclamation.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Proclamation No 21-07 County Government Month	Resolution Letter

PROCLAMATION No. 21-07

STATE OF SOUTH CAROLINA

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)
)

County Government Month

April 2021

COUNTY OF GEORGETOWN

WHEREAS, the nation's 3,069 counties, parishes and boroughs serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide public health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Georgetown County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Gary Moore, NACo is demonstrating how "Counties Matter," especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Georgetown County provides a wide range of essential services to its 62,000+ residents, including:

- Maintenance of 975 roads and 328 miles of roadway.
- Providing routine law enforcement, fire suppression, emergency medical services, technical rescue operations, hazardous materials response, water rescue capabilities, and general fire code enforcement across the more than 1,000-square-mile area of Georgetown County.
- Ensuring the county and its residents are prepared for any natural or other disasters and hazards that may occur, and maintaining plans that are enacted to respond to and help the county and its residents recover in the aftermath of such events. Over the last seven years, the county's Emergency Management Division has coordinated a countywide response to seven federally declared disasters, along with multiple other large-scale emergency events.
- Management and maintenance of more than 300 parks and facilities, including 79 public use athletic fields, 31 basketball courts, 31 tennis courts, 51 baseball fields, more than 20 miles of trails, 30 picnic shelters, 27 playgrounds, 12 community centers, 68 beach accesses, 27 boat landings, and 6 recreation centers.
- Overseeing more than 10,000 stormwater pipes, 5,777 junction structures and 1,100 stormwater ponds.
- Responding to more than 300 mosquito control calls from residents each month during mosquito season.
- Circulation of approximately 166,500 books and materials annually at county library branches, along with providing computers and internet that were utilized by members of the public 52,000 times in the year prior to the onset of the COVID-19 pandemic.
- Assisting approximately 20,000 veterans and their dependents in filing applications for benefits and services available to them.
- Processing approximately 90,000 tons of waste per year at the landfill and 350 tons of other materials, including recyclables and yard waste.
- Appraisal of more than 58,000 properties and maintenance of records of recorded deed sales transactions.
- Providing comprehensive medicolegal death investigation for more than 800 reported death cases annually.
- And much more.

NOW, THEREFORE, BE IT RESOLVED THAT, Georgetown County Council does hereby proclaim April 2021 as County Government Month and encourages all county officials, employees, schools and residents to participate in county government celebration activities.

Louis R. Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk

Item Number: 9.c
Meeting Date: 4/13/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

RESOLUTION NO. 21-08 - A RESOLUTION COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN GEORGETOWN COUNTY AND PROJECT LAMBERT I; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

CURRENT STATUS:

Georgetown County, South Carolina, a political subdivision of the State of South Carolina, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended, to encourage manufacturing and commercial enterprise located in the State, to expand their investments, and thus employ manpower and other resources of the State, by entering into an agreement to accept certain payments in lieu of ad valorem taxes with respect to such investment.

POINTS TO CONSIDER:

A company, known for the time being as "Project Lambert I" (the "Sponsor") is desiring to invest capital in the County, in order to establish a solar farm (the "Project").

The Sponsor has informed the County that they intend to make or cause to be made new, taxable investments eligible for FILOT incentives under the Act, consisting of real and personal property related to the Project.

The County intends to commit itself to entering into a fee-in-lieu of *ad valorem* tax agreement with the Sponsor under the Act so that the Company may qualify the Project for benefits under the Act. County Council agrees to (i) enter into the Agreement, which provides for FILOT Payments and SSRCS with respect to the Project; and (ii) to include the Project in a Park. Further details of the FILOT Payments, SSRCS, and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and procedures of the County.

The adoption of Resolution No. 21-08 is an official action by County Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution is an "Inducement Resolution", this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Resolution No. 21-08 resolving Georgetown County's commitment to enter into a Fee In Lieu

of Tax Agreement with a company identified as "Project Lambert I".

2. Do not adopt Resolution No. 21-08

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 21-08 resolving Georgetown County's commitment to enter into a Fee In Lieu of Tax Agreement with "Project Lambert I"

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▫ Resolution No 21-08 Inducement Resolution Project Lambert I	Resolution Letter

SOUTH CAROLINA

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RESOLUTION NO. 21-08

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GEORGETOWN COUNTY

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COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN GEORGETOWN COUNTY AND PROJECT LAMBERT I; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, PROJECT LAMBERT I, an entity whose name cannot be publicly disclosed at this time ("Sponsor"), desires to invest capital in the County in order to establish a solar farm in the County (the "Project");

WHEREAS, the Project is anticipated to result in investments of approximately \$117,282,000 in real and personal property;

WHEREAS, as an inducement to make the investments in the County, Sponsor has requested that the County negotiate a fee-in-lieu of ad valorem taxes agreement ("Agreement") for the project, which provides for FILOT Payments with respect to the portions of the Project which constitute economic development property, as defined in the Act; and

WHEREAS, the County has agreed to include the Project in a multicounty business park (the "Park") established pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (the "MCBP Act") and to provide certain special source revenue credits ("SSRCs") against the FILOT payments pursuant to the MCBP Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to (i) enter into the Agreement, which provides for FILOT Payments and SSRCs with respect to the Project; and (ii) to include the Project in a Park. The further details of the FILOT Payments, SSRCs, and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED:

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)
ATTEST:

Chair, Georgetown County Council

Clerk to Georgetown County Council

NMRS Draft 4/7/2021

4817-2487-7024 v.2

Item Number: 9.d
Meeting Date: 4/13/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

RESOLUTION NO. 21-09 - A RESOLUTION COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN GEORGETOWN COUNTY AND PROJECT LAMBERT II; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

CURRENT STATUS:

Georgetown County, South Carolina, a political subdivision of the State of South Carolina, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended, to encourage manufacturing and commercial enterprise located in the State, to expand their investments, and thus employ manpower and other resources of the State, by entering into an agreement to accept certain payments in lieu of ad valorem taxes with respect to such investment.

POINTS TO CONSIDER:

A company, known for the time being as "Project Lambert II" (the "Sponsor") is desiring to invest capital in the County, in order to establish a solar farm (the "Project").

The Sponsor has informed the County that they intend to make or cause to be made new, taxable investments eligible for FILOT incentives under the Act, consisting of real and personal property related to the Project.

The County intends to commit itself to entering into a fee-in-lieu of *ad valorem* tax agreement with the Sponsor under the Act so that the Company may qualify the Project for benefits under the Act. County Council agrees to (i) enter into the Agreement, which provides for FILOT Payments and SSRCS with respect to the Project; and (ii) to include the Project in a Park. Further details of the FILOT Payments, SSRCS, and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and procedures of the County.

The adoption of Resolution No. 21-09 is an official action by County Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution is an "Inducement Resolution", this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Resolution No. 21-09 resolving Georgetown County's commitment to enter into a Fee In Lieu

of Tax Agreement with a company identified as "Project Lambert II".

2. Do not adopt Resolution No. 21-09

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 21-09 resolving Georgetown County's commitment to enter into a Fee In Lieu of Tax Agreement with "Project Lambert II"

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▫ Resolution No 21-09 Inducement Resolution Project Lambert II	Resolution Letter

SOUTH CAROLINA

)

RESOLUTION NO. 21-09

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GEORGETOWN COUNTY

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COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN GEORGETOWN COUNTY AND PROJECT LAMBERT II; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, PROJECT LAMBERT II, an entity whose name cannot be publicly disclosed at this time ("Sponsor"), desires to invest capital in the County in order to establish a solar farm in the County (the "Project");

WHEREAS, the Project is anticipated to result in investments of approximately \$117,282,000 in real and personal property;

WHEREAS, as an inducement to make the investments in the County, Sponsor has requested that the County negotiate a fee-in-lieu of ad valorem taxes agreement ("Agreement") for the project, which provides for FILOT Payments with respect to the portions of the Project which constitute economic development property, as defined in the Act; and

WHEREAS, the County has agreed to include the Project in a multicounty business park (the "Park") established pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (the "MCBP Act") and to provide certain special source revenue credits ("SSRCs") against the FILOT payments pursuant to the MCBP Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to (i) enter into the Agreement, which provides for FILOT Payments and SSRCs with respect to the Project; and (ii) to include the Project in a Park. The further details of the FILOT Payments, SSRCs, and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED:

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk to Georgetown County Council

4817-2487-7024 v.2

Item Number: 10.a
Meeting Date: 4/13/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-09 – An Ordinance Authorizing (1) the Execution and Delivery of a First Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The “County”), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto.

CURRENT STATUS:

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 has entered into a contractual agreement with the proposed company to expand certain facilities at one or more locations in the County.

POINTS TO CONSIDER:

Ordinance No. 21-09 proposes to amend the agreement, as previously entered into in October 2019.

FINANCIAL IMPACT:

OPTIONS:

1. Adoption of Ordinance No. 21-09.
2. Decline adoption of Ordinance No. 21-09.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 21-09.

NOTE: Ordinance No. 21-09, as well as the associated FILOT Agreement, have been amended subsequent to 2nd reading consideration. Therefore a motion to amend will be required at 3rd reading to incorporate revised text.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
Ordinance No. 21-09 First Amendment to FILOT G2 Composites (Amended for 3rd)	Ordinance

- ▣ First Amendment to FILOT Agreement (Amended for 3rd Reading) Exhibit
- ▣ REDLINE Version - Ordinance No. 21-09 Backup Material
- ▣ REDLINE Version - FILOT Agreement Backup Material

**GEORGETOWN COUNTY
ORDINANCE NO. 21-09**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG GEORGETOWN COUNTY, SOUTH CAROLINA (THE “COUNTY”), G2 COMPOSITES, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND I, LLC), AND EAGLE COMMERCIAL, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND II, LLC) TO EFFECT CERTAIN MODIFICATIONS THERETO; AND (2) OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, in consideration of the Companies’ anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, the specific terms and conditions of which are set forth in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies (the “First Amendment”), the form of which is presented to this meeting, and which First Amendment is to be dated as of April 13, 2021, or such other date as the parties thereto may agree; and

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

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

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

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

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

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

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 13th day of April, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading: February 23, 2021
Second Reading: March 9, 2021
Public Hearing: April 13, 2021
Third Reading: April 13, 2021

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

by and among

GEORGETOWN COUNTY, SOUTH CAROLINA

and

G2 COMPOSITES, LLC

and

EAGLE COMMERCIAL, LLC

Dated as of April 13, 2021

This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019 by and among Georgetown County, South Carolina and G2 Composites, LLC (as successor in interest to MHG OZ Fund I, LLC by assignment), and Eagle Commercial, LLC (as successor in interest to MHG OZ Fund II, LLC by assignment).

FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “First Amendment”), dated as of April 13, 2021, by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and **G2 COMPOSITES, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund I, LLC by assignment), and **EAGLE COMMERCIAL, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund II, LLC by assignment), each acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Companies”).

WITNESSETH:

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 by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, in connection with the establishment and/or expansion of certain manufacturing, commercial, and related facilities at one or more locations in the County (the “Project”), pursuant to an Ordinance duly enacted by the Council on October 22, 2019, the County and the Companies entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019 (the “Fee Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as such term is defined in the Fee Agreement) benefits with respect to the Project, all as set forth in greater detail therein; and

WHEREAS, in consideration of the Companies’ anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, all as memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council authorized the modifications to the Fee Agreement referenced above and set forth in this First Amendment, and authorized the execution and delivery of this First Amendment, pursuant to Ordinance No. 21-09 duly enacted by the Council on April 13, 2021.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County

and the Companies agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

Section 2. Amendment of Fee Agreement. The Fee Agreement is hereby amended as follows:

- (a) The second sentence of subsection (a) of Section 3.05 is hereby deleted in its entirety and the following is substituted therefor:

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 40,000 square feet resulting in a maximum annual payment obligation of \$240,000 (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.

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The Fee Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in the Fee Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision of this First Amendment 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 6. Multiple Counterparts. This First Amendment 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.

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

**GEORGETOWN COUNTY, SOUTH
CAROLINA**

(SEAL)

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

ATTEST:

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

G2 COMPOSITES, LLC

By: _____

Name: _____

Title: _____

EAGLE COMMERCIAL, LLC

By: _____

Name: _____

Title: _____

**GEORGETOWN COUNTY
ORDINANCE NO. 21-09**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY"), G2 COMPOSITES, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND I, LLC), AND EAGLE COMMERCIAL, LLC (AS SUCCESSOR IN INTEREST TO MHG OZ FUND II, LLC) TO EFFECT CERTAIN MODIFICATIONS THERETO; AND (2) OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, in consideration of the Companies' anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, the specific terms and conditions of which are set forth in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies (the "First Amendment"), the form of which is presented to this meeting, and which First Amendment is to be dated as of April 13 , 2021, or such other date as the parties thereto may agree; and

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

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

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

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

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

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

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 13th day of April, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading: February 23, 2021
Second Reading: March 9, 2021
Public Hearing: April 13, 2021
Third Reading: April 13, 2021

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 3/30/2021 5:18:29 PM	
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Intelligent Table Comparison: Active	
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Total Changes:	10

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

by and among

GEORGETOWN COUNTY, SOUTH CAROLINA

and

G2 COMPOSITES, LLC

and

EAGLE COMMERCIAL, LLC

Dated as of April 13, 2021

This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 22, 2019 by and among Georgetown County, South Carolina and G2 Composites, LLC (as successor in interest to MHG OZ Fund I, LLC by assignment), and Eagle Commercial, LLC (as successor in interest to MHG OZ Fund II, LLC by assignment).

FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "First Amendment"), dated as of April 13, 2021, by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and **G2 COMPOSITES, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund I, LLC by assignment), and **EAGLE COMMERCIAL, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (as successor in interest to MHG OZ Fund II, LLC by assignment), each acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Companies").

WITNESSETH:

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 by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

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

WHEREAS, in consideration of the Companies' anticipated investment and employment in the County, and in accordance with the Negotiated FILOT Act, the County has determined to approve certain modifications to the Fee Agreement, all as memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council authorized the modifications to the Fee Agreement referenced above and set forth in this First Amendment, and authorized the execution and delivery of this

First Amendment, pursuant to Ordinance No. 21-09 duly enacted by the Council on April 13, 2021.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

Section 2. Amendment of Fee Agreement. The Fee Agreement is hereby amended as follows:

- (a) The second sentence of subsection (a) of Section 3.05 is hereby deleted in its entirety and the following is substituted therefor:

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 40,000 square feet resulting in a maximum annual payment obligation of \$240,000 (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.

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The Fee Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein and ~~neither~~no party hereto has made or shall be bound by any agreement or any representation to ~~the~~any other party which is not expressly set forth in the Fee Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision of this First Amendment 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 6. Multiple Counterparts. This First Amendment 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.

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

**GEORGETOWN COUNTY, SOUTH
CAROLINA**

(SEAL)

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

ATTEST:

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

G2 COMPOSITES, LLC

By: _____
Name: _____
Title: _____

EAGLE COMMERCIAL, LLC

By: _____
Name: _____
Title: _____

Summary report: Litéra® Change-Pro 10.0.0.20 Document comparison done on 3/30/2021 5:33:35 PM	
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Format changes	0
Total Changes:	17

Item Number: 11.a
Meeting Date: 4/13/2021
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

Project is still in the planning phase.

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

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

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-12.

NOTE: Ordinance No. 21-12 was previously approved by title only, therefore a motion to amend will be required at 2nd reading to incorporate proposed text.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

FILOT Agreement Lambert 1

Exhibit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

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

EXHIBIT A
FEE AGREEMENT

4851-1786-8258 v.2

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

BETWEEN

SR LAMBERT I, LLC

AND

GEORGETOWN COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [___], 2021

TABLE OF CONTENTS

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

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

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

SUMMARY OF CONTENTS OF FEE AGREEMENT

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

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

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

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

WITNESSETH:

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

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

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

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

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Fee Agreement” means this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

Section 3.3. *Filings and Reports.*

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

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

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

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

ARTICLE V ADDITIONAL INCENTIVES

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

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

ARTICLE VI CLAW BACK

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

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

ARTICLE VII DEFAULT

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

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

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

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

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

Section 7.2. Remedies on Default.

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII

PARTICULAR RIGHTS AND COVENANTS

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

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

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

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

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

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

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

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

ARTICLE IX SPONSOR AFFILIATES

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

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

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

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

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

[Signature pages follow]

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

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Georgetown County, South Carolina

ATTEST:

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

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

SR LAMBERT I, LLC

By: [_____]

Its: Manager

By: _____

Name:

Title:

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

EXHIBIT A
PROPERTY DESCRIPTION

SAINTS DELIGHT ROAD

TMS:

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

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

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Request and Consent of Sponsor.

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

Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

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

6. Consent of County.

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

7. Governing Law.

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

8. Notice.

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

[_____]

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

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

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

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

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

“*MWac*” means megawatts of alternating current.

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

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

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

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

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

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

Item Number: 11.b
Meeting Date: 4/13/2021
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

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

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-13.

NOTE: Ordinance No. 21-13 was previously approved by title only, therefore a motion to amend will be required at 2nd reading to incorporate proposed text.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
□ Ordinance No. 21-13 Joint County Industrial Park - Lambert 1	Ordinance

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

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

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

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

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

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

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

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

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

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

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

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

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

Exhibit A
Property

[]

Exhibit B

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

[see attached]

4836-3197-0274 v.2

Item Number: 11.c

Meeting Date: 4/13/2021

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

Project is still in the planning phase.

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

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

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-14.

NOTE: Ordinance No. 21-14 was previously approved by title only, therefore a motion to amend will be required at 2nd reading to incorporate proposed text.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
□ Ordinance No. 21-14 FILOT Lambert II FILOT AGREEMENT LAMBERT II	Ordinance FILOT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

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

EXHIBIT A
FEE AGREEMENT

4850-3883-1842 v.1

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

BETWEEN

SR LAMBERT II, LLC

AND

GEORGETOWN COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [___], 2021

TABLE OF CONTENTS

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

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

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

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

SUMMARY OF CONTENTS OF FEE AGREEMENT

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

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

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

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

WITNESSETH:

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

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

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

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

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Fee Agreement” means this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s (or Sponsor Affiliate’s) filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means SR Lambert II, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement and the Multicounty Park, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an inducement resolution, as defined in the Act, on _____, 2021.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park or another multicounty business park established pursuant to the MCIP Act.

(f) The execution of this Agreement and the placement of the Project in the Multicounty Park do not, by itself and without more, result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar energy facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 202_. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction of the Project.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including real property, a building, or personal property to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Manager, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and Fixed FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by

- (iii) A fixed millage rate equal to the lowest legally allowed cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located, which the parties believe to be 243.5 mills (the June 30, 20__ millage rate).

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim and the County hereby grants an Infrastructure Credit as described in Exhibit C hereof to reduce any FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable (“Credit Term”), the County shall prepare and issue the annual bills with respect to the Project showing the FILOT Payment, calculated in accordance with Exhibit C and deducting therefrom the Infrastructure Credit.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. (a) In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate. In such event, the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event that the cost of the Project (without regard to depreciation and taking into account any Sponsor Affiliate investments), does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, the Infrastructure Credit shall be adjusted prospectively, so that the amount of the Fixed FILOT Payment is increased by a percentage equal to the percentage of the shortfall. By way of example, if the Sponsor invests \$81,000,000 in the Project, the Sponsor’s investment falls 10% short of the Contract Minimum Investment Requirement of \$90,000,000. As a result, the Fixed FILOT Payment therefore increases prospectively by 10% (i.e. by \$180) to \$1980 per MWac.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are “Events of Default” under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) (i) A material representation or warranty made by the Sponsor is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(c) A material representation or warranty made by the County which is materially incorrect when made or deemed made; or

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the savings to be realized by the Sponsor and/or the Sponsor Affiliate as a result of the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. Legal Fees and Other Expenses. Except as provided in Section 7.2 above, each party shall bear its own costs, including attorneys' fees, incurred in enforcing any provision of this Agreement.

Section 7.4. Remedies Not Exclusive. Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII

PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.5. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.6. *Administration Expenses.* The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to

\$2,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.7. Multicounty Park. By December 31, 2021, the County will cause the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement, arising and due as a result of the Project. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

SR Lambert II, LLC
Attn: Luke Wilkinson
222 Second Ave S. Suite 1900
Nashville, TN 37201

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, SC 29201

IF TO THE COUNTY:

Georgetown County, South Carolina
Attn: County Manager
[P.O. Box 421270
129 Screven Street
Georgetown, SC 29442-4200]

Section 10.2. *Provisions of Agreement for Sole Benefit of County and Sponsor.* Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. *Governing Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. *Amendments.* This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. *Interpretation; Invalidity; Change in Laws.*

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and

the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the

jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Georgetown County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Georgetown County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

SR LAMBERT II, LLC

By: [_____]

Its: Manager

By: _____

Name:

Title:

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

SAINTS DELIGHT ROAD

TMS:

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This Joinder Agreement dated _____ is by and between Georgetown County, South Carolina (“County”) and [joinder party name] as Sponsor Affiliate (“Sponsor Affiliate”).

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective _____, 2021 (“Fee Agreement”), between the County and [facility entity name] (“Sponsor”).

1. Joinder to Fee Agreement.

Sponsor Affiliate, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement applicable to Sponsor Affiliates; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request and Consent of Sponsor.

The Sponsor has requested and consents to the addition of Sponsor Affiliate as Sponsor

Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

Sponsor Affiliate shall timely file each year with the South Carolina Department of Revenue a PT-300 Property Tax Return with completed Schedule S attached (the "Return"), listing the Sponsor Affiliate's Project property as Economic Development Property to the extent such Project property qualifies as Economic Development Property.

6. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

7. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

8. Notice.

Notices to Sponsor Affiliate under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of the date set forth below.

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

GEORGETOWN COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

The parties have agreed to an Infrastructure Credit against the FILOT Payments under this Fee Agreement to establish a fixed level annual fee in-lieu-of tax payment (the “Fixed FILOT Payment”) for the Project through the 40-year period ending on the Phase Termination Date. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit and Negative Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire 40-year period ending on the Phase Termination Date that would otherwise be applicable..

The amount of the Fixed FILOT Payment as agreed to by the parties is \$1,800 per MWac of Final Output.

“*Final Output*” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac.

“*MWac*” means megawatts of alternating current.

The amount of the annual Infrastructure Credit, if any, shall be the amount necessary to reduce the amount of each annual FILOT Payment to the amount of the Fixed FILOT Payment. Thus, the FILOT Payment for each year shall be compared to the Fixed FILOT Payment for such year. If the Fixed FILOT Payment is less than the FILOT Payment, an Infrastructure Credit shall be applied to the FILOT Payment to reduce such payment to the amount of the Fixed FILOT Payment. In any year in which the Fixed FILOT Payment is more than the FILOT Payment, the Sponsor agrees to pay the difference between the amount of the FILOT Payment and the Fixed FILOT Payment (the “Negative Infrastructure Credit Payment”) for such year with the FILOT Payment due for such year.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

Should the Sponsor fail to meet the Act Minimum Investment Requirement, the Infrastructure Credit shall be increased to place the Sponsor in the same economic position as if the Act Minimum Investment Requirement was met.

The parties agree that the rollback taxes as provided in Section 12-43-220(d) of the Code do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes do apply, the County agrees to provide an Infrastructure Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, there shall be (i) an annual Infrastructure Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

To the extent the Infrastructure Credits pursuant to this Agreement are greater than the amount of the FILOT Payment due hereunder, such Infrastructure Credit shall be carried over to the next year or years, as necessary, to apply all accrued Infrastructure Credits.

Item Number: 11.d
Meeting Date: 4/13/2021
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

ORDINANCE NO. 21-15 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING (LAMBERT II, LLC).

CURRENT STATUS:

Project Lambert is considering a large tract for a private solar project and has requested that the possible site be designated as a Multi-County Industrial Park. This item is related to first reading of FILOT for Project Lambert

POINTS TO CONSIDER:

The MCIP designation is standard process for FILOTs and allows the company more flexibility for incentives.

FINANCIAL IMPACT:

With this designation, the FILOT payments will be split between two counties. Georgetown County will receive 99% of all revenue and Williamsburg will receive 1% of the revenue.

OPTIONS:

approve or deny

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 21-15.

NOTE: Ordinance No. 21-15 was previously approved by title only, therefore a motion to amend will be required at 2nd reading to incorporate proposed text.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

	Description	Type
□	Ordinance No. 21-15 Joint County Industrial Park - Lambert II	Ordinance

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR GEORGETOWN COUNTY
ORDINANCE NO. 21-15

**AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA
APPROVING AN AGREEMENT FOR THE ENLARGEMENT OF THE
JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN
GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG
COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO
THE FOREGOING (LAMBERT II, LLC).**

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), Georgetown County (the “County”), acting by and through its County Council (“County Council”), is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Williamsburg County (“Park”);

WHEREAS, Lambert II, LLC (the “Company”) is establishing a solar facility (the “Facility”) in the County (the “Project”) consisting of investments in real and personal property of not less than \$272,050,000 in total; and

WHEREAS, in connection therewith, the Company and the County desire to include certain property owned by the Company including those more particularly described on Exhibit A attached hereto (the “Property”) in an existing multi-county industrial park created pursuant to an agreement (the “Agreement”) between the County and Williamsburg County (the “Park”) in order to provide certain incentives to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL:

Section 1: The Agreement is hereby and shall be amended to include the Property in the Park.

Section 2. The Amendment to the Agreement attached hereto as Exhibit B is hereby approved, and the Chair of County Council, County Administrator, and Clerk to County Council are hereby authorized, empower, and directed to execute, acknowledge and deliver the Amendment to the Company and Williamsburg County.

Section 3. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 4. Pursuant to the MCIP Act and the terms of the Agreement, the expansion of the Park’s boundaries is complete on adoption of this Ordinance by County Council and the adoption of a similar ordinance by Williamsburg County authorizing the expansion of the Park with a description of the additional property to be included in the Park.

Section 5. The amendment of the Agreement to extend the term of the Agreement as it relates to the Project to a period of forty (40) years for each annual phase of the Project placed in service is hereby authorized and approved.

WITNESS our hands and seals this _____ ' day of _____, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chair, Georgetown County Council

(SEAL)
ATTEST:

Clerk of Council, Georgetown County Council

First Reading: March 23, 2021
Second Reading: April 13, 2021
Public Hearing: April 13, 2021
Third Reading: April 27, 2021

Exhibit A
Property

[]

Exhibit B

Amendment to Agreement for Development of Joint County Industrial and Business Park

[see attached]

4815-6693-1170 v.1

Item Number: 12.a
Meeting Date: 4/13/2021
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDERCONSIDERATION:

Ordinance 21-16 An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

CURRENT STATUS:

First Reading By Title Only

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW:

Item Number: 15.a
Meeting Date: 4/13/2021
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Georgetown County and the Frances P. Bunnelle Foundation are partnering to spotlight a local nonprofit at each County Council meeting.

CURRENT STATUS:

This week's featured nonprofit is the Smith Medical Clinic. Anne Faul, executive director, will present.

POINTS TO CONSIDER:

The Smith Medical Clinic provides medical care for low-income, uninsured residents in Georgetown County. Smith Medical Clinic was established in 1985 by Dr. Cathcart Smith and his wife, Nancy, in an 8-foot-wide trailer with office and medical equipment from Dr. Smith's former medical office. Initially, Dr. Smith recruited five retired doctors and a dozen nurses to volunteer at the clinic. This volunteer model has become a Smith Clinic tradition. Today, over 200 volunteers working in two locations provide complete medical care for over 2,000 low-income, uninsured, Georgetown County residents a year-for less than \$250 per patient per year!

FINANCIAL IMPACT:

N/A

OPTIONS:

This item is presented for information only.

STAFF RECOMMENDATIONS:

N/A

ATTORNEY REVIEW:

No

Item Number: 16.a
Meeting Date: 4/13/2021
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

In 1999, Georgetown County Council adopted *Rules of Procedure* pertaining to all meetings and proceedings. Georgetown County Council desires to conduct the public's business in a forthright manner that can be clearly understood by everyone involved.

Ordinance No. 20-59 includes proposed amendments and revisions to update *Rules of Procedure* which shall govern the conduct of meetings of council and other matters provided therein.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Ordinance No. 20-59
2. Do not adopt Ordinance No. 20-59.

STAFF RECOMMENDATIONS:

Deferred pending further review.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▢ Ordinance No 20-59 Rules of Procedure	Backup Material
▢ Ordinance No 20-59 Rules of Procedure w EDITS	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL

WHEREAS, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

NOW, THEREFORE, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

ARTICLE ONE
RULES

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. Items not covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd Edition* (hereinafter “*Model Rules*”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the *Model Rules*, will be decided utilizing the latest edition of *Robert’s Rules of Order*.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

ARTICLE TWO
OFFICERS

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term or at the pleasure of the Council. Before the Administrator may be removed from the position, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal including notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

2-3.1 **POWERS AND DUTIES:** The power and duties of the Administrator shall include, but not be limited to, the following:

- a. To serve as the Chief Administrative and Executive Officer of the County Government;
- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;

- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- f. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- g. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- h. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall offer a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- i. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- j. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- k. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.

2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.

- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2-3.7 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the members of Council and may be reflected in the Administrator's employment contract.
- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.
- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council member

votes shall be recorded in the minutes. The recordings of all Council meetings shall be permanently maintained for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall establish the position of County Attorney who shall provide general counsel to the County Administrator and Council. The County Administrator shall hire and supervise the County Attorney.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

ARTICLE THREE

MEETINGS

- 3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

3-2. **MEETINGS, REGULAR**

- 3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.
- 3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 p.m. seven (7) days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator no later than Friday of the week

preceding the regular Council meeting. Publication of the agenda shall be on Friday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online and available upon request no later than twenty four (24) hours before the meeting.

3-3. **MEETINGS, SPECIAL**

- 3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.
- 3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.
- 3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is posted online no later than twenty four (24) hours before the meeting.

3-4. **MEETINGS, EMERGENCY**

- 3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.
- 3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.
- 3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.
- 3-4.4 Notice to all the Council of an emergency meeting will be by telephone, email, or other means as soon as practicable by no less than two (2) hours before the meeting.

3-5. **MEETINGS, BRIEFINGS, AND WORK SESSIONS**

- 3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.
- 3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) days before the meeting. The agenda shall be posted online no later than twenty four (24) hours before the meeting.

- 3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

3-6. **MEETINGS, PUBLIC HEARING**

- 3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:
- a. Adopt annual operational and capital improvement budgets;
 - b. Make appropriations, including supplemental appropriations;
 - c. Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;
 - d. Adopt zoning and subdivision regulations;
 - e. Levy taxes; and
 - f. Sell, lease or contract to sell or lease real property owned by the County.
- 3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online no later than twenty four (24) hours before the hearing.
- 3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.
- 3-6.4 Each speaker shall be limited to three (3) minutes.
- 3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.
- 3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 The public hearing will be limited to a total of thirty (30) minutes for formal presentations.

3-7. **EXECUTIVE SESSION**

3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended. These purposes are defined in the South Carolina Code of Laws and are generally are limited to:

- a. Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body, or the appointment of a person to a public body.
- b. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.
- c. Discussion regarding the development of security personnel or devices.
- d. Investigative proceedings regarding allegations of criminal misconduct.
- e. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of an industry or other business in the area served.

3-7.2 To hold an executive session, a motion must be made stating the specific purpose of the executive session or referring to the published agenda wherein the specific purpose is listed, seconded, and adopted to go onto executive session.

3-7.3 No vote shall be taken in executive session.

3-8. **ELECTRONIC MEETINGS**

3-8.1 Upon authorization and vote, and in accordance with the South Carolina Freedom of Information Act (also referred herein as “the Act”), Council and all Georgetown County Boards and Commissions (collectively referred to throughout as “the Governing Body”) conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media,

or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating “yay” or “nay.” All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act; provided, however, any digital broadcast of the meeting is not required to be kept as a record by the Governing Body.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. In lieu of public comment periods, members of the public may submit their written public comments via email to the Clerk to Council – tfloyd@gtcounty.org - which shall be distributed to the members of the Governing Body.

(h) With respect to public hearings required by the South Carolina Code of Laws, said public hearings shall be conducted electronically as provided herein. All public comments made during such hearing shall be submitted in writing to the Clerk to Council via either:

- 1) U.S. Mail addressed to:
Clerk to Council
Georgetown County Council
716 Prince Street
Georgetown, South Carolina 29440
- 2) Email addressed to tfloyd@gtcounty.org

All comments must be received one (1) hour prior to the scheduled hearing. The comments shall be distributed to the members of the Governing Body prior to the public hearing and read into the record at the time of the public hearing. The comments shall be limited to three hundred (300) words or less. In the event more than ten (10) comments are received, the Chairperson is authorized to paraphrase the reading of the comments into the record in order to optimize time efficiency of the public hearing.

ARTICLE FOUR **QUORUM**

- 4-1. **QUORUM:** A majority of the seven members of the Council shall constitute a quorum to begin a meeting for the transaction of official business.

ARTICLE FIVE **PUBLISHED AGENDA**

- 5-1 **PUBLISHED AGENDA:** For all regularly scheduled meetings, the Council shall address itself to an established, published agenda. The Council shall approve the published agenda, including the Consent Agenda and the Executive Session agenda.

Once an agenda for a regular, special, called or rescheduled meeting is posted, no items may be added to the agenda without an additional 24-hour notice to the

public. The notice must be made in the same manner as the original posting.

After a meeting begins, an action item which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

After a meeting begins, an action item which is a final action or for which there will be no opportunity for public comment, may be added to the agenda by

- a two-thirds vote of the members present and voting, and
- a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue).

5-1.1 A public comment period may be the first item of business on the agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than three (3) minutes. If there are more than ten speakers, time allotted will be reduced to allow all speakers signed in to present within the 30 minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to address Council during the public input period shall sign up with the Clerk of Council before the meeting is called to order by the presiding officer. Preference as to the order of the speakers shall be given to those who have notified the Clerk in advance of the meeting of their desire to speak. When there are several members of the public present to address the same issue, one spokesperson shall be chosen on behalf of the group and the presiding officer has the authority to enforce this provision. A public comment period is not required under the South Carolina Code of Laws, rather it is authorized by Council as a means for the citizenry to speak to their representatives in a public setting. Consequently, no person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of Council, a member of the County staff, or a member of the public up to contempt or ridicule.

5-1.2 Any Council member desiring to place an item on the agenda shall notify the Chairperson. The Chairperson shall notify the Clerk no later than 12:00 p.m. 7 days prior to the regular meeting. This provision shall include the names and applications of appointees to various county boards and commissions.

5-1.3 The consent agenda may consist of items that are more than likely not to be controversial as well as any ordinance proposed for first reading. Any Council member may request that an item be placed on the consent agenda, and any member may request that an item be removed therefrom. Any ordinance may be read in at first reading by title only.

ARTICLE SIX
DECORUM AND DEBATE

- 6-1. When a measure is before the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case.
- 6-2. When two (2) or more members wish to speak, the presiding officer shall decide and recognize such members in turn.
- 6-3. No member of Council shall interrupt another while speaking, except to make a point of order or make a point of personal privilege.
- 6-4. The presiding officer shall not be obligated to recognize any Council member for a second comment on a subject or amendment until every Council member wishing to speak has been allowed a first comment.
- 6-5. No member shall speak more than five (5) minutes on any subject or amendment. Such member may use his/her time in any combination, in separate speech or comments totaling five (5) minutes. Council members shall also have the right to yield a portion of their time to another member.
- 6-6. Any member wishing to speak more than five (5) minutes on any question or any amendment to the question shall be accorded the privilege without objection or upon motion supported by two-thirds of the Council members present.
- 6-7. The Council may agree to limit debate on any item of business before it. That agreement may be formalized by a majority vote of the Council.
- 6-8. The presiding officer shall not entertain any dilatory motions.
- 6-9. No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use other language tending to hold a member of Council or the public up to contempt or ridicule.
- 6-10. If a member is speaking or otherwise transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him or her to order. In such case, he or she shall immediately be silent unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but otherwise shall remain silent.

- 6-11. Any member found in violation of the rules of Council by a majority vote of Council may be censured.

ARTICLE SEVEN

VOTING

- 7-1. A member may cast his/her vote in person or by any electronic means if a member is unable to attend in person. No members of the County Council, or a committee, shall be allowed under any circumstances to vote by proxy at any Council or Committee meeting.
- 7-2. Any member may request a roll call vote at any time.
- 7-3. No member shall vote on any question where his/her private interest in the matter presents a conflict of interest (according to the South Carolina State Ethics Act). Members shall declare their conflict of interest in an issue and refrain from participating in the discussion or the vote on the issue. The meeting minutes shall reflect any conflict of interest declaration.

ARTICLE EIGHT

COUNCIL DECISIONS

- 8-1. The members of Council have the responsibility to establish policy, make Council decisions, and adopt ordinances which in the majority view will be in the best interest of Georgetown County and all its citizens. Council members thus have an obligation to expect differences of opinion and to respect the views of each individual member of Council. At the same time, individual members should recognize that when the Council has made a decision, the issue has been decided whether or not they were in the majority or the minority.

ARTICLE NINE

ORDINANCES AND RESOLUTIONS

- 9-1. **ORDINANCES AND RESOLUTIONS IN GENERAL:** The Council shall take legislative action by Ordinance. Executive action shall be taken by Resolution.
- 9-2. **READINGS:** With the exception of emergency ordinances, all ordinances shall be read at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third reading. A verbatim reading of an ordinance shall not be required unless such reading is requested by a member.
- 9-3. **FIRST READING:** An ordinance may be introduced for first reading by title only at any meeting of Council. No debate or amendment shall be in order unless a

member makes a motion to invoke the pending ordinance doctrine for a zoning ordinance matter. The ordinance may be referred by the Chairperson to an appropriate committee or to the Council as a whole.

- 9-4. **SECOND READING:** Reports on a proposed ordinance shall be presented at the next regular meeting after the first reading. Prior to second reading, a draft of the text of the ordinance shall be delivered to every member. After the proposed ordinance has been read, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. Any member of the Council may require that amendments be in writing. After all amendments and privileged motions, if any, are disposed of, the question shall be, shall the ordinance receive second reading.
- 9-5. **THIRD READING:** After the ordinance has been given second reading, and if a public hearing has been held if required by law or action of Council, it shall be given third reading at a subsequent public meeting and amendments may be offered on third reading the same as on second reading. After all amendments and privileged motions, if any are disposed of, the question shall be passage of the ordinance.
- 9-6. **VOTES REQUIRED FOR PASSAGE:** With the exception of those items requiring a 2/3rd majority or alternate majority type for approval as found in State law, no ordinance or amendment shall be adopted unless at least a majority of the members present shall have voted for its passage on second and third readings. The repeal or amendment of ordinances shall follow the same procedure set forth for adoption.
- 9-7. **EMERGENCY ORDINANCES:** To meet public emergencies, affecting life, health, safety of the property of the people, Council may adopt emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain declaration that an emergency exists and shall describe the emergency. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirement, or public notice. Such ordinances shall expire automatically as of the 61st day of the following enactment.
- 9-8. **CODIFICATION:** All ordinances enacting general law shall be compiled, indexed, codified, and made available online. Further, all ordinances, regardless of type, shall be kept by the Clerk and maintained in a permanent record of all ordinances adopted. Nothing herein prevents any requirement of this section from being satisfied by electronic means.

- 9-9. **EFFECTIVE DATE OF ORDINANCES:** Ordinances shall take effect on the day the ordinance is given third reading unless another date is specified in the ordinance.
- 9-10. **RESOLUTIONS:** A resolution shall require only one reading for its adoption, and may be adopted at either a regular or special meeting by a majority vote of the members present at the meeting.
- 9-11. **STANDARD CODES OR TECHNICAL REGULATIONS:** The Council may adopt any standard code or technical regulation by reference.

ARTICLE TEN **COMMITTEES**

- 10-1. **APPOINTMENTS TO STANDING COMMITTEES:** All members of Council shall be appointed to serve on at least one of the Council standing committees. Standing committee appointments shall be made by the Chairperson no later than the second regular meeting of Council in January following each general election and the Chairperson shall also designate the respective Chairperson of each committee. Members of the standing committees shall serve until the next general election of Council, unless they are removed by their consent or cease to be member of Council. Each standing committee shall consist of not less than three members.
- 10-2. **STANDING COMMITTEES:** Standing committees of the Council shall be as follows:
- 10-2.1 An Administration and Finance Committee which shall consist of not less than three members of the County Council.
 - 10-2.2 A Health, Education, and Leisure Committee which shall consist of not less than three members of the County Council.
 - 10-2.3 A Justice and Safety Committee which shall consist of not less than three members of the County Council.
 - 10-2.4 A Public Works Committee which shall consist of not less than three members of the County Council.
 - 10-2.5 Ad-Hoc Committees: Upon the authorization of Council, their Chairperson may appoint ad-hoc committees composed of Council members, a combination of council members and citizens, or citizen members only to study and advise council on a specific issue. Such committees shall function for a specific time periods and shall be dissolved at the end of the time period or when their business is finished, whichever is the earliest. The time period for

existence of such committees may be extended for a time certain by action of the Council.

- 10-2.6 Committee Meetings and Reports: Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.
- 10-2.7 Recall of Referred Matters: Any matter which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

ARTICLE ELEVEN

PARLIAMENTARY PROCEDURE

- 11-1 **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2 **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3 **STATEMENT ON BEHALF OF COUNCIL:** No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for

Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.

- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.
- 11-6.3 A motion to adjourn. This motion is not debatable but does require a second.
- 11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:
- 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

- 11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.
- 11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.
- 11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.
- 11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

11.8 MOTIONS THAT DO NOT REQUIRE A SECOND: The following motions do not require a second.

- 11.8-1 Inquiries of any kind.
- 11.8-2 Leave to withdraw a motion.
- 11.8-3 Nominations.
- 11.8-4 Point of order.
- 11.8-5 Question of privilege.

ARTICLE TWELVE

DOCUMENTS

- 12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking

to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

- 12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

ARTICLE THIRTEEN

SEAL

- 13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

ARTICLE FOURTEEN

SUSPENSION OF RULES

- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

ARTICLE FIFTEEN

AMENDMENT OF RULES

- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this ____ day of _____, 2021 by a vote of Georgetown County Council.

Chairperson

ATTEST:

Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

H. Thomas Morgan, Jr., Esq.
Interim Georgetown County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL

WHEREAS, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

NOW, THEREFORE, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

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ARTICLE ONE

RULES

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. ~~These rules shall take precedence over other rules of Council.~~ Items not ~~specifically~~ covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd–2nd Edition* (hereinafter “Model Rules”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the Model Rules, will be decided utilizing the latest edition of Robert’s Rules of Order.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

ARTICLE TWO

OFFICERS

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and

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decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

- 2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

- 2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term, or at the pleasure of the Council. Before the Administrator may be removed from the position-office, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal, including and notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

- 2-3.1 **POWERS AND DUTIES:** —The power and duties of the Administrator shall include, but not be limited to, the following:

a. To serve as the Chief Administrative and Executive Officer of the County Government;

a. _____

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- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;
- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- f. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- g. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- h. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall ~~offer~~affix a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- i. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- j. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- k. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

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- 2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.
- 2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors officers and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.
- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** ~~—~~ The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer supervise that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2.37 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the

members of Council and may be reflected in the Administrator's employment contract.

- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.

- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council members votes shall be recorded in the minutes. The recordingstapes of all Council meetings shall be permanently maintained by the Clerk for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall retain-establish the position of a County Attorney who shall provide general counsel to the County Administrator and Council. and serve at the pleasure of County Council. The County Administrator shall hire and supervise the County Attorney on behalf of County Council.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

ARTICLE THREE

MEETINGS

3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

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3-2. **MEETINGS, REGULAR**

3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.

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3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 o'clock p.m. sevenon Thursday, (7)12 days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator, upon approval of the Chairperson, no later than Friday Tuesday of the week preceding the regular Council meeting. Publication of the agenda shall be on FridayThursday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online the bulletin board of the Courthouse and the County Administrative Office Building and available upon request no later than twenty four (24) hours before the meeting.

3-3. **MEETINGS, SPECIAL**

3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.

3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.

3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is -posted online the bulletin board of the Courthouse and the County Administrative Office Building no later than twenty four (24) hours before the meeting.

3-4. **MEETINGS, EMERGENCY**

3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.

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3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.
~~documentation of the emergency.~~

3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.

3-4.4 Notice to all the Council of an emergency meeting ~~will~~ may be by telephone, email, or other means as soon as practicable by no less than
~~not less than two~~four (24) hours before the meeting.

3-5. MEETINGS, BRIEFINGS, AND WORK SESSIONS

3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.

3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) ~~working~~ days before the meeting. The agenda shall be posted online the bulletin board of the Courthouse and the County Administrative Office Building, no later than twenty four (24) hours before the meeting.

3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

3-6. MEETINGS, PUBLIC HEARING

3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:

~~a.~~ Adopt annual operational and capital improvement budgets;

~~a.~~

~~b.~~ Make appropriations, including supplemental appropriations;

~~b.~~

~~c.~~ Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;

~~c.~~

~~d.~~ Adopt zoning and subdivision regulations;

~~d.~~

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~~e. Levy taxes; and~~

~~e.~~

f. Sell, lease or contract to sell or lease real property owned by the County.

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3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online the bulletin board of the County Courthouse and the County Administrative Building no later than twenty four (24) hours before the hearing.

3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.

3-6.4 Each speaker shall be limited to threefive (35) minutes. unless the Chairperson authorizes one (1) extension of three (3) minutes.

3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.

3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 ~~Proponents and opponents will each~~The public hearing will be limited to a total of thirty (30) minutes for formal presentations. ~~on any agenda item. Notwithstanding the time limitation in Section 3-6.4, the proponents or opponents may opt to devote their entire time allocation to one or more speakers with the total time of all speakers not exceeding thirty (30) minutes. The presiding chairperson shall determine if this approach will be used by either side prior to recognizing the first speaker.~~
3-6.7

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3-7. EXECUTIVE SESSION

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3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended, from time to time.

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These purposes are defined in the South Carolina Code of Laws and are generally are limited to:

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a. Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body, or the appointment of a person to a public body.

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a. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal of advice, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.

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b. Discussion regarding the development of security personnel or devices.

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c. Investigative proceedings regarding allegations of criminal misconduct.

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d. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of an industry or other business in the area served.

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3-7.2 To hold an executive session, a motion must be made stating the specific purpose of the executive session or referring to the published agenda wherein the specific purpose is listed, seconded, and adopted to go onto executive session for a permitted purpose.

3-7.3 No vote shall be taken in executive session.

3-8. ELECTRONIC MEETINGS

3-8.1 Upon authorization and vote, and in accordance with the South Carolina Freedom of Information Act (also referred herein as "the Act"), Council and all Georgetown County Boards and Commissions (collectively referred to throughout as "the Governing Body") conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media,

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or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

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(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

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(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

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(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act; provided, however, any digital broadcast of the meeting is not required to be kept as a record by the Governing Body.

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(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

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(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. In lieu of public comment periods, members of the public may submit their written public comments via email to the Clerk to Council – tfloyd@gtcounty.org - which shall be distributed to the members of the Governing Body.

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(h) With respect to public hearings required by the South Carolina Code of Laws, said public hearings shall be conducted electronically as provided herein. All public comments made during such hearing shall be submitted in writing to the Clerk to Council via either:

1) U.S. Mail addressed to:

Clerk to Council

Georgetown County Council

716 Prince Street

Georgetown, South Carolina 29440

2) Email addressed to tfloyd@gtcounty.org

All comments must be received one (1) hour prior to the scheduled hearing. The comments shall be distributed to the members of the Governing Body prior to the public hearing and read into the record at the time of the public hearing. The comments shall be limited to three hundred (300) words or less. In the event more than ten (10) comments are received, the Chairperson is authorized to paraphrase the reading of the comments into the record in order to optimize time efficiency of the public hearing.

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ARTICLE FOUR

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QUORUM

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- 4-1. **QUORUM:** A majority of the seven members of the Council shall constitute a quorum to begin a meeting for the transaction of official business.

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ARTICLE FIVE

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~~PUBLISHED AGENDA~~ORDER OF BUSINESS

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- 5-1 **~~PUBLISHED AGENDA~~ORDER OF BUSINESS:** For all regularly scheduled meetings, the Council shall address itself to an established, published agenda. The Council shall approve the published agenda, including the Consent Agenda and the

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Executive Session agenda. ~~Once the agenda is published, requests to change the agenda will only be granted upon a majority vote of Council.~~

Once an agenda for a regular, special, called or rescheduled meeting is posted, no items may be added to the agenda without an additional 24-hour notice to the public. The notice must be made in the same manner as the original posting.

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After a meeting begins, an action item which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

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After a meeting begins, an action item which is a final action or for which there will be no opportunity for public comment, may be added to the agenda by

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- a two-thirds vote of the members present and voting, and
- a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue).

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The order of business shall be:

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- Invocation
- Pledge of Allegiance
- Public Comment Period
- Approval of the Agenda (including the Consent Agenda and Executive Session Agenda)
- Approval of Minutes
- Consent Agenda
- Public Hearings
- Appointments to Boards and Commissions
- Resolutions
- Third Reading of Ordinances
- Second Reading of Ordinance
- Introduction of Ordinances
- Council Briefing & Committee Reports
- Reports to Council
- Legal Briefing
- Executive Session
- Adjourn

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5-1.1 ~~A~~ The public comment period ~~may shall~~ be the first item of business on the agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than ~~threefive~~ (35) minutes. If there are more than ~~tensix~~ speakers, time allotted will be reduced to allow all speakers ~~signed in~~ to present within the 30 minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to

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address Council during the public input period ~~shall~~should sign up with the Clerk of Council before the meeting is called to order by the presiding officer. Preference as to the order of the speakers shall be given to those who have notified the Clerk in advance of the meeting of their desire to speak. When there are several members of the public present to address the same issue, ~~it is recommended that~~ one spokesperson shall be chosen on behalf of the group and the presiding officer has the authority to enforce this provision. A public comment period is not required under the South Carolina Code of Laws, rather it is authorized by Council as a means for the citizenry to speak to their representatives in a public setting. Consequently, No person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of Council, a member of the County staff, or a member of the public up to contempt or ridicule.

5-1.2 Any Council member desiring to place an item on the agenda shall notify the ~~Chairman~~Chairperson. Clerk. The Chairman shall notify the Clerk no later than 12:00 ~~e'clock~~ p.m. ~~on Thursday, 12-7~~ days prior to the regular meeting. This provision shall include the names and applications of appointees to various county boards and commissions.

5-1.3 The consent agenda may consist of items that are more than likely not likely to to be controversial as well as any ordinance proposed for first reading. Any Council member may request that an item be placed on the consent agenda, and any member may request that an item be removed therefrom. Any ordinance may be read in at first reading by title only.

ARTICLE SIX

DECORUM AND DEBATE

- 6-1. When a measure is before the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case.
- 6-2. When two (2) or more members wish to speak, the presiding officer shall decide and recognize such members in turn.
- 6-3. No member of Council shall interrupt another while speaking, except to make a point of order or make a point of personal privilege.
- 6-4. The presiding officer shall not be obligated to recognize any Council member for a second comment on a subject or amendment until every Council member wishing to speak has been allowed a first comment.

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- 6-5. No member shall speak more than five (5) minutes on any subject or amendment. Such member may use his/her time in any combination, in separate speech or comments totaling five (5) minutes. Council members shall also have the right to yield a portion of their time to another member.
- 6-6. Any member wishing to speak more than five (5) minutes on any question or any amendment to the question shall be accorded the privilege without objection or upon motion supported by two-thirds of the Council members present.
- 6-7. The Council may agree to limit debate on any item of business before it. That agreement may be formalized by a majority vote of the Council.
- 6-8. The presiding officer shall not entertain any dilatory motions.
- 6-9. No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use other language tending to hold a member of Council or the public up to contempt or ridicule.
- 6-10. If a member is speaking or otherwise transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him or her to order. In such case, he or she shall immediately be silent unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but otherwise shall remain silent.
- 6-11. Any member found in violation of the rules of Council by a majority vote of Council may be censured.

ARTICLE SEVEN

VOTING

- ~~7-1~~ 7-1. A member ~~may must be present cast his/her vote in person or by any electronic means if a member is unable to attend in person. to cast his/her vote.~~ No members of the County Council, or a committee, shall be allowed under any circumstances to vote by proxy at any Council or Committee meeting.
- ~~7-2~~ 7-2. Any member may request a roll call vote at any time.
- ~~7-3~~ 7-3. No member shall vote on any question where his/her private interest in the matter presents a conflict of interest (according to the South Carolina State

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Ethics Act). Members shall declare their conflict of interest in an issue and refrain from participating in the discussion or the vote on the issue. The meeting minutes shall reflect any conflict of interest declaration.

ARTICLE EIGHT

COUNCIL DECISIONS

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- 8-1. The members of Council have the responsibility to establish policy, make Council decisions, and adopt ordinances which in the majority view will be in the best interest of Georgetown County and all its citizens. Council members thus have an obligation to expect differences of opinion and to respect the views of each individual member of Council. At the same time, individual members should recognize that when the Council has made a decision, the issue has been decided whether or not they were in the majority or the minority.

ARTICLE NINE

ORDINANCES AND RESOLUTIONS

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- 9-1. **ORDINANCES AND RESOLUTIONS IN GENERAL:** The Council shall take legislative action by Ordinance. Executive action shall be taken by Resolution. ~~All Ordinances and/or Resolutions that require funding for the following and/or subsequent years shall contain an impact statement of costs and funding options stated in dollars and millage based upon the current millage value.~~
- 9-2. **READINGS:** With the exception of emergency ordinances, all ordinances shall be read at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third reading. A verbatim reading of an ordinance shall not be required unless such reading is requested by a member.
- 9-3. **FIRST READING:** An ordinance may be introduced for first reading by title only at any meeting of Council. ~~by title only. No vote shall be taken and no~~ No debate or amendment shall be in order unless a member makes a motion to invoke the pending ordinance doctrine for a zoning ordinance matter. The ordinance may be referred by the Chairperson to an appropriate committee or to the Council as a whole.

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- 9-4. **SECOND READING:** Reports on a proposed ordinance shall be presented at the next regular meeting after the first reading. Prior to second reading, a draft of the text of the ordinance shall be delivered to every member. After the proposed ordinance has been read, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. Any member of the Council may require that amendments be in writing. After all amendments and privileged motions, if any, are disposed of, the question shall be, "shall the ordinance receive second reading."
- 9-5. **THIRD READING:** After the ordinance has been given second reading, and if a public hearing has been held if required by law or action of Council, it shall be given third reading ~~at a~~ a subsequent public meeting and amendments may be offered on third reading the same as on second reading. After all amendments and privileged motions, if any are disposed of, the question shall be passage of the ordinance.
- 9-6. **VOTES REQUIRED FOR PASSAGE:** ~~With the exception of those items requiring a 2/3rd majority or alternate majority type for approval as found in State law, No~~ ordinance or amendment shall be adopted unless at least a majority of the members present shall have voted for its passage on second and third readings. The repeal or amendment of ordinances shall follow the same procedure set forth for adoption.
- 9-7. **EMERGENCY ORDINANCES:** To meet public emergencies, affecting life, health, safety of the property of the people, Council may adopt emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain declaration that an emergency exists and shall describe the emergency. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirement, or public notice. Such ordinances shall expire automatically as of the 61st day of the following enactment.
- 9-8. **CODIFICATION:** All ordinances enacting general law shall be compiled, indexed, codified, ~~published by title and made available online. to public inspection at the office of the Clerk of Council. Further, all ordinances, regardless of type, shall be kept by the~~ the Clerk and shall maintained in a permanent record of all ordinances adopted. Nothing herein prevents any requirement of this section from being satisfied by electronic means. and shall furnish a copy to the Clerk of Court for filing in that office.
- 9-9. **EFFECTIVE DATE OF ORDINANCES:** Ordinances shall take effect on the day the ordinance is given third reading unless another date is specified in the ordinance.

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9-10. **RESOLUTIONS:** A resolution shall require only one reading for its adoption, and may be adopted at either a regular or special meeting by a majority vote of the members present at the meeting.

9-11. **STANDARD CODES OR TECHNICAL REGULATIONS:** The Council may adopt any standard code or technical regulation by reference. ~~Copies of any adopted code to technical regulation shall be made available by the Clerk for distribution or for purchase at a reasonable price.~~

ARTICLE TEN

COMMITTEES

~~10-1~~ **10-1. APPOINTMENTS TO STANDING COMMITTEES:** All members of Council shall be appointed to serve on at least one of the Council standing committees. Standing committee appointments shall be made by the Chairperson no later than the second regular meeting of Council in January following each general election and the Chairperson shall also designate the respective Chairperson of each committee. Members of the standing committees shall serve until the next general election of Council, unless they are removed by their consent or cease to be member of Council. Each standing committee shall consist of not less than three members.

~~10-2~~ **10-2. STANDING COMMITTEES:** Standing committees of the Council shall be as follows:

~~10-2.1~~ **10-2.1** An Administration and Finance Committee which shall ~~consist of not~~

~~10-2.2~~ **10-2.2** consist of not less than three members of the County Council.

~~10-2.3~~ **10-2.2** A Health, Education, and Leisure Committee which shall consist of not less than three members of the County Council.

~~10-2.4~~ **10-2.3** A Justice and Safety Committee which shall consist of not less than three members of the County Council.

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~~10-2.4~~ ~~10-2.4~~ A Public Works Committee which shall consist of not less than three members of the County Council.

~~10-2.5~~ ~~10-2.5~~ ~~ADHOC COMMITTEES~~Ad-Hoc Committees; Upon the authorization

of Council, their Chairperson may appoint ad-hoc committees composed of Council members, a combination of council members and citizens, or citizen members only to study and advise council on a specific issue. Such committees shall function for a specific time periods and shall be dissolved at the end of the time period or when their business is finished, whichever is the earliest. The time period for existence of such committees may be extended for a time certain by action of the Council.

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~~10-2.6~~ ~~10-2.6~~ ~~COMMITTEES MEETINGS AND REPORTS~~Committee Meetings and Reports:

Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a each regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.

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~~10-2.7~~ ~~10-2.7~~ ~~RECALL OF REFERRED MATTERS~~Recall of Referred Matters; Any matter

which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

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ARTICLE ELEVEN

PARLIAMENTARY PROCEDURE

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- 11-1 **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2 **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3 **STATEMENT ON BEHALF OF COUNCIL:** —No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.
- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members

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of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.

11-6.3 A motion to adjourn. This motion is not debatable but does require a second.

11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:

~~11-7.1~~ 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

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11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.

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11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.

11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.

11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

~~12-8.~~ 11.8 **MOTIONS THAT DO NOT REQUIRE A SECOND:** The following motions do not require a second.

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~~12-8-1~~ 11.8-1 Inquiries of any kind.

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~~12.8-2~~ 11.8-2 Leave to withdraw a motion.

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~~12.8-3~~ 11.8-3 Nominations.

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~~12.8-4~~ 11.8-4 Point of order.

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~~12.8-5~~ 11.8-5 Question of privilege.

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ARTICLE TWELVE

DOCUMENTS

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12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, ~~or~~ printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

ARTICLE THIRTEEN

SEAL

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13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

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ARTICLE FOURTEEN

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SUSPENSION OF RULES

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- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

ARTICLE FIFTEEN

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AMENDMENT OF RULES

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- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this ____ day of _____, 2021 by a vote of Georgetown County Council.

ChairmanChairperson

ATTEST:

Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

H. Thomas Morgan, Jr., Esq.
Interim Georgetown County Attorney

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Item Number: 16.b
Meeting Date: 4/13/2021
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Coroner's Office

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-07 - An Ordinance to Repeal, Replace, and/or Establish Certain Fees Payable to the Georgetown County Coroner's Office, and Set Guidelines for the Same

CURRENT STATUS:

Pending approval.

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

Recommendation to defer action pending finalized information.

ATTORNEY REVIEW: