

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

December 14, 2021

5:30 PM

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Meeting - October 26, 2021**
 - 5.b Regular Council Meeting - November 9, 2021**
- 6. CONSENT AGENDA**
 - 6.a Procurement #21-040 Rebid, Big Dam Swamp Recycle Center-General Contractor**
 - 6.b Procurement #21-049, Roll-Off Truck for Collections**
 - 6.c Procurement #21-070, County Fire-EMS Ambulance Remount CERP**
 - 6.d Adoption of 2022 Annual Meeting Schedule**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the “County”), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Company”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the “Project”); and**

Other Matters Relating Thereto.

- 7.b Ordinance No. 21-36 - An Ordinance to declare as surplus a tract of property Identified as TMS #05-0019-121-00-00, and TMS #05-0019-113-00-00, owned by Georgetown County, and located at 325 Dozier Street in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32.**
- 7.c Ordinance No. 21-38 - Amendment of the FY 2021/2022 Budget Ordinance**
- 7.d Ordinance No. 21-39 - To amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential.**

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

- 8.a Building Code Board of Appeals**

9. RESOLUTIONS / PROCLAMATIONS

- 9.a Proclamation No. 21-34 - In Honor of Chief Doug Eggiman upon the occasion of his retirement following more than three decades of exceptional public safety service.**
- 9.b Resolution No. 21-35 - A Resolution Authorizing (1) The Execution and Delivery of a Fee-In-Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (The "County") and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or other project sponsors (Collectively, the "Company"), pursuant to which the County shall covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion Of Certain Facilities in the County (The "Project"); and (2) Other Matters Relating Thereto.**

10. THIRD READING OF ORDINANCES

- 10.a Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the "County"), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the "Company"), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the "Project"); and Other Matters Relating Thereto.**
- 10.b Ordinance No. 21-36 - An Ordinance to declare as surplus a tract of property Identified as TMS #05-0019-121-00-00, and TMS #05-0019-113-00-00, owned by Georgetown County, and located at 325 Dozier Street in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32.**

10.c Ordinance No. 21-38 - Amendment of the FY 2021/2022 Budget Ordinance

11. SECOND READING OF ORDINANCES

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

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

12. FIRST READING OF ORDINANCES

12.a Ordinance No. 21-41 – An Ordinance Authorizing (1) the Execution and Delivery of a Second Amendment to an Existing Fee In Lieu of Tax and Incentive Agreement by and Among Georgetown County, South Carolina (The “County”), G2 Composites, LLC (as Successor in Interest to MHG OZ FUND I, LLC), and Eagle Commercial, LLC (as Successor in Interest to MHG OZ FUND II, LLC) to Effect Certain Modifications Thereto; and (2) Other Matters Relating Thereto.

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

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Recognition - 2021 Holiday Art Contest Winners

15.b Nonprofit Spotlight -- Bibleway Community Learning Center

15.c Accommodations Tax Advisory Committee - Funding Recommendations

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

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

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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

16.b (SECOND READING) Ordinance No. 21-37 - An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and among Georgetown County,

South Carolina (The “County”), a Company Identified for the time being as Project Maverick Company A, and a Company Identified for the Time Being as Project Maverick Company B, Each Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Companies”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the “Project”); (2) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Companies and the Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto.

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Receipt of Legal Advice and Discussion Regarding Contractual Matters Relating to the Possible Sale or Lease of Properties Pursuant to S.C. Code Ann. §30-4-70(a)(2)

17.b Legal Briefing Regarding Litigation Involving Georgetown County pursuant to S.C. Code Ann. § 30-4-70(a)(2)

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 12/14/2021
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Regular Council Meeting - October 26, 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 - 102621 Minutes	Backup Material

Georgetown County Council held a Regular Council Meeting on Tuesday, October 26, 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 Ollie Lewis
 Jackie Broach-Akers John D. Watson

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

Chairman Louis R. Morant called the meeting to order, and determined that there was a quorum present. Councilmember Everett Carolina gave an invocation, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Raymond Newton moved for approval of the meeting agenda, to include a recommendation to move Item 15a, nonprofit spotlight, forward on the meeting agenda, as well as recognition of the “employee of the quarter”. Councilmember Bob Anderson offered a second. Chairman Morant called for discussion on the motion, and there was none.

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

As the non-profit presentation for this meeting was being made on behalf of the Family Justice Center, rather than the SC Environmental Law Project (as noted on the published agenda), Chairman Morant called for a motion to approve this change to the agenda. Councilmember Raymond Newton so moved, and Councilmember Bob Anderson offered a second on the motion. There was no discussion.

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

PUBLIC COMMENTS:

Cynthia Murray

Ms. Murray spoke in favor of proposed ordinances to rezone property owned by Mr. Benjamin Goff and increase the allowable density located at 3138 Highway 17 in Pawleys Island (Ordinance No. 21-24 & 21-25). Mr. Murray asked County Council for favorable consideration of this application.

Cindy Person

Ms. Person advised County Council that she would be speaking on behalf of adjoining land owners, and the *Keep It Green* Organization, and would defer her comments until the public hearing (later during the meeting).

Morris Johnson

Mr. Johnson addressed County Council regarding the process pertaining to re-districting of County Council Districts. He said that seven (7) single-member districts were determined 20 years ago, the same districts were approved 10 years ago, and he asked that County Council work to maintain the integrity of the districts as previously established, with adjustments to accommodate the number of voters residing in each of the districts.

Marvin Neal

Mr. Neal, speaking on behalf of the NAACP as President of the Local Chapter, and the SC Chapter of the NAACP, asked County Council to ensure that the redistricting process is transparent, and that the underserved communities are adequately represented so that the voices of all constituents can be heard.

Randy Ford

Mr. Ford, speaking on behalf of the Choppee Alumni Association, asked County Council for favorable consideration of the request to honor four (4) former educators by naming facilities on the Choppee Campus in their honor.

Chief Elder John Henry

Chief Elder John Henry, speaking as a representative of the new Gullah Geechee Village in Georgetown, said that less than 1% of new construction builders in Horry County are minorities. He said he hoped the project in Pawleys Island would be approved to make opportunities better for all.

Joan Doerr

Ms. Doerr, a member of the NAACP 5520 Executive Committee, and League of Women Voters (both non-partisan groups) spoke regarding the County's redistricting process. She asked that County Council ensure that the process is transparent, fair, and the resulting outcome will be adoption of a redistricting plan that represents all populations.

Mary Ann Mackey

Ms. Mackey, Chairman of the County Democratic Party, and member of the NAACP Executive Committee, stated that the redistricting maps adopted by County Council are one of the most critical decisions that County Council will make, because this impacts the allocation of political power. She asked County Council to adopt the proposed plan that will allow for adequate representation of all, especially communities of color.

Bill Bernimska

Mr. Bernimska asked that members of County Council "pay attention" to the people who speak before them, to follow the law, and make informed decisions. Otherwise, the residents of Pawleys Island, Litchfield, and Murrells Inlet are going to ask to be incorporated so that they can make their own decisions.

Marilyn Hemingway

Ms. Hemingway, Second Vice President of the NAACP Local Chapter, spoke regarding the County's redistricting process, and asked that County Council be intentional and thoughtful in their decisions on this matter, and in drawing district lines in a fair and equitable manner, as every individual deserves to be seen and heard.

Rick Hoffman

Mr. Hoffman spoke in opposition of Ordinance No. 21-24 to allow for a land use variance to change the density of property located at 3138 Ocean Highway in Pawleys Island. He said it was impossible for County Council to make an informed decision on the reclassification and/or rezoning of the property without a written site plan by the developers.

MINUTES:

Council Work Shop – August 24, 2021

Councilmember Everett Carolina moved for approval of the minutes of County Council's workshop held on August 24, 2021. Councilmember Raymond Newton 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 Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Regular Council Meeting – September 28, 2021

Councilmember Bob Anderson moved for approval of the minutes of County Council's meeting held on September 28, 2021. Councilmember Lillie Jean Johnson 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 Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

CONSENT AGENDA:

A matter included on the Consent Agenda was approved by virtue of the agenda approval process:

Contract #20-019, Task Order #2 to American Forest Management for Economic Development Reforestation – County Council approved Task Order 2 (Contract #20-019) with American Forest Management in the amount of \$101,674.48.

PUBLIC HEARINGS:

Ordinance No. 21-24

Prior to moving forward with this matter, Chairman Morant disclosed a potential conflict of interest in his participating in discussion and other matters related to Ordinance No. 21-24. He stated that he had filed a written statement indicating such with the Clerk to Council, and asked the Vice Chair to preside over this portion of the meeting. Chairman Morant departed from the Council dais, and Vice Chair Lillie Jean Johnson presided over this portion of the meeting.

Vice Chair Lillie Jean Johnson called the public hearing to order and opened the floor for comments pertaining to Ordinance No. 21-24, an ordinance to amend the Future Land Use (FLU) Map for a parcel located at 3138 Ocean Hwy in Pawleys Island, TMS # 04-0418-011-00-00, from Low Density Residential to Medium Density Residential.

Mary Beth Klein – Ms. Klein spoke in opposition of Ordinance No. 21-24 representing the citizens group Keep It Green. Residents are opposed to an increase of the currently allowable density. They are frustrated at County Council's approval of plans that go against established land use plans, and tax the County's woefully overburdened infrastructure and intensify flooding problems. She asked County Council to deny the request.

Duane Draper – Mr. Draper, a member of the Keep It Green Board, and a SC Master Naturalist spoke in opposition of Ordinance No. 21-24 which will more than double the allowable density for the proposed property. Approval of this request, with no plan, sets a dangerous precedent, and stands to increase traffic, flooding, and destroy wetlands and forest lands. It seems that County Council would see the benefit in waiting for the Master Stormwater Plan it has commissioned before making this decision. He asked Council to vote "no".

Amy Jones – Ms. Jones, a resident of N. Litchfield, spoke in opposition of Ordinance No. 21-24. She stated that she is continually perplexed that County Council has moved forward with approval of this project, despite that it "flies in the face of the Comprehensive Land Use Plan", and defies logic. She asked that County Council take the opportunity to correct this "wrong" by voting not to approve the request.

Beverly Sullivan – Ms. Sullivan spoke in opposition of Ordinance No. 21-24. Approval of this request to increase density will cause more frequent and more serious traffic problems. There have been four (4) vehicle accidents in the immediate area just since the last Council meeting. The County's Mission Statement commits County Council to protect the health, safety, and welfare of its citizens. Responsible planning for future increases in density also requires an increase in services. She asked members of County Council if they are committed to the Mission Statement, and if so, to do the "right" thing by denying this request.

Andy Hallock – Mr. Hallock spoke in opposition of Ordinance No. 21-24, stating that legal counsel has advised that approval of Mr. Goff's request would represent "spot zoning". There is no other property in the immediate area zoned R-10. Additionally, the developer has not submitted a plan of proposed land use, and therefore County Council should take action to vote it down.

Cindy Person – Ms. Person stated that she was speaking as the attorney for individual adjoining property owners, as well as the Keep It Green Organization (with a membership of 2,705 active members) in opposition to Ordinance No. 21-24. Ms. Person stated that she had sent a letter to County Council detailing all of the legal reasons why this application should not be approved. As an attorney who previously practiced in another state, she has since retired here. However, she has taken the South Carolina Bar Exam and is now licensed in SC, as there are individuals ready to go to court to challenge zoning such as this. She asked that County Council "do the right thing" and deny this request.

Following comments from the final speaker, Vice Chair Lillie Jean Johnson called the public hearing on this matter closed. At the conclusion of the public hearing on Ordinance No. 21-24, Chairman Louis Morant returned to the Council dais.

Ordinance No. 21-35

County Council held a public hearing on Ordinance No. 21-35, an Amendment of the FY 2021/2022 Budget Ordinance. There were no public comments pertaining to Ordinance No. 21-35, and Chairman Louis Morant closed the public hearing.

RESOLUTIONS:

Resolution No. 21-32

Councilmember John Thomas moved for the adoption of Resolution No. 21-32, a Resolution to endorse the GSATS US 17 Corridor Study. Councilmember Raymond Newton offered a second. Chairman Morant called for discussion on the motion.

Councilmember Steve Goggans stated that he would like to incorporate additional language into the proposed resolution to support the “complete streets” program. Councilmember Bob Anderson asked if this would create additional financial impacts. Holly Richardson, Planning Director, responded that the SC Department of Transportation has already adopted a State policy in this regard, which would require compliance by all GSATS projects. The inclusion of such language in the proposed resolution would simply endorse the State’s policy in this regard.

Councilmember Steve Goggans moved to amend Resolution No. 21-32, to incorporate text to endorse “complete streets” policy pertaining to pedestrian bikeways, sidewalks, and pathways. Councilmember Bob Anderson offered a second on the amendment. There was no further discussion.

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

Resolution No. 21-33

Councilmember Steve Goggans moved for the adoption of Resolution No. 21-33, a resolution to adopt redistricting principles pertaining to Georgetown County Council Districts. Councilmember Everett Carolina offered a second. No discussion followed the motion.

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

ORDINANCES-Third Reading

Ordinance No. 21-24

As previously stated, Chairman Louis Morant disclosed a potential conflict of interest in his participating in discussion and/voting on Ordinance No. 21-24 and 21-25. He filed a written statement indicating such with the Clerk to Council in compliance with SC State Ethics guidelines. Chairman Morant asked Vice Chair Lillie Jean Johnson to preside over this portion of the meeting. The Chairman turned the gavel over to the Vice Chair, and departed from the County Council dais.

Vice Chair Lillie Jean Johnson called upon Holly Richardson, Planning & Code Enforcement Director, to provide a report pertaining to this matter. Following Ms. Richardson's report, discussion ensued among members of County Council and Ms. Richardson responded to questions. Councilmember Steve Goggans directed a question to County Attorney, John D. Watson. Mr. Watson stated that he would be prepared to provide a legal opinion regarding this matter in Executive Session if County Council so desired. County Council did not move into Executive Session at this time.

Vice Chairman Johnson called for a motion pertaining to Ordinance No. 21-24, and Councilmember Raymond Newton moved for third reading approval of Ordinance No. 21-24, an Ordinance to amend the Future Land Use Map for a parcel located at 3138 Ocean Hwy in Pawleys Island identified as TMS #04-0418-011-00-00, from Low Density Residential to Medium Density Residential. Councilmember Steve Goggans offered a second on the motion. The Vice Chairman called for discussion on the motion.

Councilmember Bob Anderson said this matter appears to be a little more "involved" than a typical zoning change. He said that in a letter to County Council, the property owner noted that his request for this change was based on County Council's decision in 2007 to approve a zoning classification change for neighboring property. The increase in density was related to increase in profits. Councilmember Anderson said County Council had to stop approving changes of this nature that are requested based on profit margins.

Upon a call for the vote from Vice Chairman Lillie Jean Johnson, the vote was as follows:

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

Following the vote, the Vice Chair asked for clarification on the vote outcome, and confirmation regarding whether the motion was carried. County Attorney, John D. Watson, stated that the record should outline the vote count as it occurred, which would stand for itself.

Ordinance No. 21-25

Councilmember Raymond Newton moved for third reading approval of Ordinance No. 21-25, an Ordinance to rezone a 14.77 acre tract located at 3138 Ocean Hwy in Georgetown, identified as TMS #04-0418-011-00-00, from ½ Acre Residential (R-½) to 10,000 Square Feet Residential (R-10). Councilmember Steve Goggans offered a second. No discussion followed the motion.

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

Following the vote on Ordinance No. 21-25, Chairman Louis Morant returned to the Council dais.

At this time, Council Chairman Louis Morant stated that he may have a legal issue and asked for a 5 minute recess in order to speak with the County Attorney and County Administrator. The Council meeting was briefly recessed.

As the meeting resumed, Chairman Morant recused himself again, and departed from the dais in order for legal counsel to provide clarification on a matter. County Attorney Watson clarified his response to a previous question regarding the vote outcome. In referencing the SC Association of Counties *Model Rules of Parliamentary Procedure*, he confirmed that the previous votes had passed. He noted that Councilmember Carolina was not present during the vote on Ordinance No. 21-25, and asked Mr. Carolina if it was his intent to be recused from the most recent vote, or if he abstained from voting. Councilmember Carolina stated that he abstained from voting on Ordinance No. 21-25. Mr. Watson confirmed that the vote on both ordinances was 3-2, and therefore received third reading approval.

Ordinance No. 21-35

Councilmember Everett Carolina moved for third reading approval of Ordinance No. 21-35, an Amendment of the FY 2021/2022 Budget Ordinance. Councilmember Lillie Jean Johnson offered a second on the motion. Chairman Louis Morant called for discussion. No discussion occurred.

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

No reports.

ORDINANCES-First Reading:

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

Ordinance No. 21-36 - An Ordinance to declare as surplus a tract of property, owned by Georgetown County, and located at the intersection of Dozier Street and Highmarkert Street, in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32, Georgetown County Procurement Ordinance

Ordinance No. 21-37 - An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and among Georgetown County, South Carolina (The "County"), a Company Identified for the time being as Project Maverick Company A, and a Company Identified for the Time

Being as Project Maverick Company B, Each Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Companies”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the “Project”);(2) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Companies and the Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto.

Ordinance No. 21-38 - An Ordinance to Amend the FY 2021/2022 Operating Budget of Georgetown County.

COUNCIL BRIEFING & COMMITTEE REPORTS:

No reports.

BIDS:

No reports.

REPORTS TO COUNCIL:

Nonprofit Spotlight – Family Justice Center

(This report we presented earlier during the meeting)

In accordance with Georgetown County and the Bunnelle Foundation’s partnership to spotlight local nonprofits during each County Council meeting, a presentation was made by Kim Parsons, Executive Director of The *Family Justice Center*. The *Family Justice Center* is a non-profit organization providing services to victims of domestic violence in both Horry and Georgetown Counties. The organization assists victims of domestic violence in fleeing from dangerous situations, securing emergency living arrangements, case management, court services, and arranging counseling to both adult and child victims.

Employee of the Quarter Recognition

(This report we presented earlier during the meeting)

Harold West, a 17 year veteran of the Public Works Department was recognized as Georgetown County’s *Employee of the Quarter*. As a Special Projects Supervisor, Mr. West performs numerous tasks such as resolving and installing drainage systems throughout the County. He assists all Public Works area supervisors in maintaining roads and roadside ditches in their area. He helps other departments and the Department of Public Services investigate and resolve issues when beyond their capacity. He is also skilled in operating all equipment in the Public Works Department.

Request to Name Facilities

Dr. Celeste Pringle, former Principal of Choppee School, and most recently served as Deputy Superintendent of the Georgetown County School District, made a presentation to County Council pertaining to requests to name several facilities in the Choppee area (Council District 7) in honor of various individuals.

Following the presentation, a motion was made by Councilmember Raymond Newton, and seconded by Councilmember Bob Anderson, to re-name Choppee facilities as follows:

- *Football Field at Northwest Regional Recreation Facility* – Named the “**John Henry Spears Athletic Field**” in honor of Coach John Henry Spears, Choppee School’s first football coach.
- *Auditorium at Choppee Health Complex (former school facility)*– Named the “**Thomas Moultrie, Jr. – Josephine Caldwell Howard Auditorium**” in honor of Choppee School’s first band director, Mr. Thomas Moultrie, Jr., and the School’s first choral director, Mrs. Josephine Howard.

- *Choppee Health Complex (former school facility)*– Named the “**Maudest Kelly Squires Complex**” in honor of Choppee School’s first principal, Mrs. Maudest Kelly Squires.

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

DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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

(SECOND READING) Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the “County”), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Company”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the “Project”); and Other Matters Relating Thereto.

EXECUTIVE SESSION:

No reports.

Being no further business to come before County Council, Councilmember Steve Goggans made a motion to adjourn the meeting.

Date

Clerk to Council

Item Number: 5.b
Meeting Date: 12/14/2021
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Regular Council Meeting - November 9, 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 - 110921 MINUTES	Backup Material

Georgetown County Council held a Regular Council Meeting on Tuesday, November 9, 2021, at 5:30 PM in County Council Chambers, located in the *historic courthouse*, 129 Screven Street, Georgetown, South Carolina.

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

Staff:	Angela Christian	Theresa E. Floyd
	Jackie Broach-Akers	John D. Watson

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

Chairman Louis R. Morant called the meeting to order, and determined that there was a quorum present. Councilmember Everett Carolina gave an invocation, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Bob Anderson moved for approval of the meeting agenda, to include a recommendation to move Item 15a, nonprofit spotlight, forward on the meeting agenda, as well as an item pertaining to Legal Advice Involving the County pursuant to S.C. Code Ann. § 30-4-70(a)(2). Councilmember Raymond Newton offered a second. Chairman Morant called for discussion on the motion, and there was none.

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

Chairman Morant stated that County Council has been advised by legal counsel regarding the need to move into Executive Session prior to moving forward with other business matters included on the meeting agenda this evening.

A motion was made by Councilmember Raymond Newton, and seconded by Councilmember Everett Carolina, to move into Executive Session at 5:42 PM.

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

OPEN SESSION:

Following Executive Session, a motion was made by Councilmember Raymond Newton to return to Open Session. Councilmember Everett Carolina offered a second. There was no discussion on the motion.

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

As Open Session resumed, Chairman Morant stated that while in Executive Session County Council received legal advice. No votes were taken during while in Executive Session. Chairman Morant asked if there was additional business to come before County Council at this time.

Councilmember Raymond Newton made motion to reconsider Ordinance No. 21-24. *At this time Chairman Morant noted that he had previously disclosed a potential conflict of interest in his participating in discussion and/ or votes on this matter. He requested to be recused, and asked that Vice Chairman Lillie Jean Johnson preside over the meeting at this time, and the Chairman left the dais.*

Vice Chairman Johnson called for a second on a motion that was already on the floor. Councilmember Steve Goggans offered a second. Upon a call for discussion from the Vice Chairman on the motion, no discussion occurred.

In favor:	Everett Carolina	Lillie Jean Johnson
	Steve Goggans	Raymond Newton

Opposed:	Bob Anderson	John W. Thomas
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Recused:	Louis R. Morant
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Vice Chairman Lillie Jean Johnson called for any further business for consideration at this time. Councilmember Raymond Newton moved to reconsider Ordinance No. 21-25. Councilmember Steve Goggans offered a second. Vice Chairman Johnson called for discussion, and there was none.

In favor:	Everett Carolina	Lillie Jean Johnson
	Steve Goggans	Raymond Newton

Opposed:	Bob Anderson	John W. Thomas
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Recused:	Louis R. Morant
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Following the vote, Chairman Morant returned to the Council dais.

PUBLIC COMMENTS:

There were no public comments.

MINUTES:

Regular Council Meeting – October 12, 2021

Councilmember Steve Goggans moved for approval of the minutes of County Council's meeting held on October 12, 2021. Councilmember Bob Anderson 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 Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

CONSENT AGENDA:

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

Pictometry for GTC: Optometric Aerial Capture – County Council approved a recommendation to authorize a 3-yr contract with Pictometry International Corp. at \$50,000 per year.

Procurement #21-046, Electronic Waste Recycling Services – County Council awarded a contract to Intelligent Lifestyle Solutions.

Contract #20-059, Task Order #1-Construction Administration for Runway 5/23 Rehabilitation – County Council approved Task Order 1, along with an associated purchase order, to Talbert & Bright in the amount of \$202,813.40.

PUBLIC HEARINGS:

No reports.

RESOLUTIONS:

No reports.

ORDINANCES-Third Reading

No reports.

ORDINANCES-Second Reading:

Ordinance No. 21-32

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

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

Ordinance No. 21-36

Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 21-36, an Ordinance to declare as surplus a tract of property, owned by Georgetown County, and located at the

intersection of Dozier Street and Highmarkert Street, in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32, Georgetown County Procurement Ordinance. Councilmember Steve Goggans offered a second. Chairman Morant called for discussion on the motion.

Councilmember Lillie Jean Johnson moved to amend Ordinance No. 21-36 to incorporate text, as the ordinance was introduced at first reading by title. Councilmember Steve Goggans seconded the amendment. There was no further discussion.

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

Ordinance No. 21-38

A motion was made by Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 21-38, an Ordinance to Amend the FY 2021/2022 Operating Budget of Georgetown County. Councilmember Everett Carolina offered a second. Chairman Morant called for discussion on the motion.

Councilmember Lillie Jean Johnson moved to amend Ordinance No. 21-38 to incorporate text, as the ordinance was introduced at first reading by title. Councilmember Carolina offered a second on the amendment. There was no further discussion.

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

ORDINANCES-First Reading:

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

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

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

COUNCIL BRIEFING & COMMITTEE REPORTS:

No reports.

BIDS:

No reports.

REPORTS TO COUNCIL:

Nonprofit Spotlight – Winyah Rivers Foundation

(This report we presented earlier during the meeting)

In accordance with Georgetown County and the Bunnelle Foundation's partnership to spotlight local nonprofits during each County Council meeting, a presentation was made by Tina Christensen on behalf of the *Winyah Rivers Foundation*, a non-profit organization consisting of an alliance of river keepers protecting our area's rivers for fishing, swimming, and drinking. The organization educates to encourage stewardship of our river resources and advocates to guard against threats to clean water.

DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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

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

EXECUTIVE SESSION:

No reports.

Being no further business to come before County Council, Councilmember Steve Goggans made a motion to adjourn the meeting.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-040 Rebid, Big Dam Swamp Recycle Center-General Contractor

CURRENT STATUS:

The Big Dam Swamp Recycle Center is a project on the approved Capital Projects Sale Tax fund projects list. Original bids received came in over the project budget amount and thus work was value engineered and advertised for rebid.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County, posted on the County website and the SC Business Opportunities Publication (SCBO), and directly sent to all known offerors. There were four (4) responses received.

- 1) Associates Roofing & Construction dba ARC @ Base Bid of \$544,601.50 with Option #1 (Addition) \$60,000 for a total of \$604,601.50;
- 2) Ben Cox, LLC @ Base Bid of \$423,142.98 with Option #1 (Addition) \$100,000 for a total of \$523,142.98;
- 3) Envirosmart Inc. dba ES Integrated @ Base Bid of \$764,527.16 with Option #1 (Addition) \$97,100.00 for a total of \$861,627.16;
- 4) Maverick Construction Services, LLC @ Base Bid of \$342,923.33 with Option #1 (Addition) \$76,041.00 for a total of \$418,964.33.

FINANCIAL IMPACT:

This procurement is funded in GL Account # 89007.70000.0715-50703 Capital Projects Sales Tax Fund. Excess Proceeds Projects-Buildings up to \$375,000. Additional funding will come from the Machinery & Equipment for this project to cover the overage.

OPTIONS:

- 1) Award a Construction Contract to Maverick Construction Services, LLC for the base bid plus option #1 total amount of \$418,964.33.
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

The original bids received on September 1, 2021 resulted in five bids with lowest bid being \$442,705.93. Work was value engineered and separated out with a base bid and option #1. Allowances were also added. The rebid resulted in four bids. The lowest base bid and total bid coming from Maverick Construction Services, LLC with a base bid of \$342,923.33 with Option #1 (Addition) for the 20' x 15' recycle center office with electrical service to compactors at \$76,041.00 for a total of \$418,964.33. The environmental services division has found funding for the difference between the initial allotted \$375,000 budget and the \$418,964.33 total bid. The Public

Services Department, Environmental Services Division and Capital Projects division recommend award of the total bid amount of \$418,964.33 to the lowest responsive and responsible bidder, Maverick Construction Services, LLC.

ATTORNEY REVIEW:

No

ATTACHMENTS:


Description	Type
▫ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County
Department of Public Services
Innovative Leadership & Teamwork!



Memorandum

To: Nancy Silver, Purchasing Officer
From: Ray C. Funnye, Director of Public Services 
Date: November 22, 2021
RE: Procurement Recommendation: #21-040-Rebid: Big Dam
Swamp Recycling Center

Georgetown County is requesting procurement of construction services for the building of the Big Dam Swamp Recycle center. This expense is budgeted at \$375,000. Additional funding is available from the machinery and equipment funding for this project.

On November 17, 2021, Georgetown County received four (4) sealed bids for the construction of Big Dam Swamp Recycling Center. The bidders were Associated Roofing & Construction, Inc., Ben Cox, LLC, Environment Inc. dba ES Integrated and Maverick Construction Services, LLC. EnviroSmart Inc submitted a bid, however, it was incomplete and therefore non-responsive. In review of the competitive responsive bids, we have found that Maverick Construction Services, LLC is offering the lower Base Bid of \$342,923.33 with the Option# 1 add of \$76,041.00. They have met the requirements and specifications needed for the new facility, at the lowest price totaling \$418,964.33.

Based on the aforementioned, I recommend award of re-bid 21-040 Big Dam Swamp Recycling Center Construction to Maverick Construction Services, LLC for \$418,964.33.

Administration

108 Screven Street • PO Drawer 421270 • Georgetown, SC 29440
Phone: 843-545-3325 • Fax: 843-545-3648 • email: rcfunnye@gtcounty.org

Item Number: 6.b
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-049, Roll-Off Truck for Collections

CURRENT STATUS:

This new roll-off truck with cable hoist will be a new acquisition as previously approved in the FY22 budget for the Environmental Services Collections division.

POINTS TO CONSIDER:

1) Procurement of this unit will utilize the North Carolina Sheriff's Association (NCSA) Cooperative Contract #22-06-0426, of which the County is a member, and as permitted under the Purchasing Ordinance (20-032):

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

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

2) The County has compared costs between vendors and cooperatives and finds the NCSA cooperative pricing with Triple T Freightliner to be the lowest cost and in the best interest of the County at a quoted cost of \$171,089.00, inclusive of sales tax and delivery.

3) A quote of \$182,059 was obtained from Bunch Truck Group, Inc. of Florence, SC for a comparable Volvo unit.

4) A quote of \$201,546.98 was obtained from The Larson Group Peterbilt of Charlotte, NC for a comparable Peterbilt unit.

FINANCIAL IMPACT:

This unit is fully funded in GL Account Number 502.307-50713, Solid Waste Fund. Collections-Autos & Trucks up to \$200,000.

OPTIONS:

- 1) Approve a Purchase Order to Triple T Freightliner in the amount of \$171,089.00, inclusive of sales tax and delivery.
- 2) Decline to approve.

STAFF RECOMMENDATIONS:

Public Services and Environmental Services staff have reviewed the specifications and requirements that would best suit the department's needs. Competitive bids were received by

Triple T Freightliner, The Larson Group Peterbilt of Charlotte and Bunch Truck Group, Inc. Triple T Freightliner was found to be the lowest bid. Therefore, staff recommends a PO be awarded for the purchase of the Freightliner 4700 Western Star with cable joist for the roll-off truck for collections from the low bidder, Triple T Freightliner.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▣ Draft of PO# 2022-173	Cover Memo




Georgetown County
Department of Public Services
Innovative Leadership & Teamwork!



Memorandum

To: Nancy Silver, Purchasing Officer

From: Ray C. Funnye, Director of Public Services 

Date: November 16, 2021

RE: Recommendation for Procurement: #21-049 Freightliner 4700
Western Star Roll-Off (Qty1) for Environmental Services

Georgetown County is requesting the purchase of one 2023 Freightliner 4700 Western Star Roll-Off truck with Cable hoist from Triple T Freightliner for use in the Environmental Services Division – Collections Section. The cost of this vehicle is a fully budgeted expense.

Competitive bids were received on the Roll-Off Truck from Triple-T Truck Center, Peterbilt of Charlotte, and Volvo-Florence Truck Center, Inc. Multiple interior and exterior components on the trucks from Peterbilt and Volvo were equivalent but at a higher price. Further, these would be a significant change in the Collections fleet which is standardized with units of the Freightliner/Daimler Manufacturer of which Western Star is similar line. The cab and chassis provided by Triple-T will have a cable hoist installed by Amick Equipment is equivalent to current hoists, and all of our recent hoists have been satisfactorily provided by Amick.

Based on the aforementioned, I recommend the purchase of the 2023 Model year Freightliner 4700 Western Star with cable hoist for \$ 171,089.00 from Triple T Freightliner on the NCSA contract #22-06-0426.

Administration

108 Screven Street • PO Drawer 421270 • Georgetown, SC 29440
Phone: 843-545-3325 • Fax: 843-545-3648 • email: rcfunnye@gtcounty.org

**Bill To**

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

Ship To

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

Purchase Order

No. 2022-00000173

11/23/21

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

Vendor 1121388 TRIPLE T FREIGHTLINER, INC

Contact

TRIPLE T FRGHTNER/STERLING/WESTERN STAR INC
P.O. BOX 2064
2715 HWY. 421 NORTH
WILMINGTON, NC 28402

Deliver by**Ship Via**

VEND

Freight Terms

F.O.B: DESTINATION

Originator

Gina Speight

Resolution Number

#22-06-0426 NCSA

Invoice Terms

N10

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
171089.0000	\$/US	Freightliner Western Star Roll Off Truck		\$1.0000	\$171,089.00
Item Description Model 4700SB					
G/L Account		Project		Amount	Percent
502.307-50713 (Autos & Trucks)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	11/19/2021	Gina Speight
2	Dept Head	11/19/2021	Michelle Larocco
3	Director	11/22/2021	Ray Funnye
4	Purchasing	11/23/2021	Nancy Silver

Subtotal \$171,089.00

Sales Tax \$0.00

Total Due \$171,089.00

SIGNATURE

SIGNATURE

Special Instructions

This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced:

Contract ID: _____ Membership # _____

Order/Quotation# _____ Order Date: _____

FROM: Georgetown County, SC Purchasing Office Phone (843)545-3083 - FAX (843)545-3500 - EMail:
purch@gtcounty.org

Item Number: 6.c
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #21-070, County Fire-EMS Ambulance Remount CERP

CURRENT STATUS:

The cab and chassis part of an ambulance wears faster than the ambulance body (also called the "box"). Typically, an existing body is mounted on a new cab and chassis at the half-life point, and the chassis is refurbished as well. This is called a "Remount".

This equipment remount truck is included in the annual Capital Improvement Equipment Plan (CERP) as previously approved for the Emergency Services/County Fire-EMS District. This new cab and chassis will replace the 2014 International Terrastar ambulance, VIN #1HTJSSKK5EH797799, which will be traded in to Fraser ambulance for a credit.

POINTS TO CONSIDER:

This remount will be fabricated by the original ambulance company, Fraser, to insure the integrity of the units, and will be procured under the HGAC cooperative purchasing agreement and as permitted by the existing procurement code:

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

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

FINANCIAL IMPACT:

This request is budgeted up to \$160,000.00 in G/L No. 499.411-50713, Capital Equip Replacement. Emergency Medical Services-Autos & Trucks and will be part of the Municipal Lease/Purchasing Finance Plan for a term of six (6) years. The request is fully funded.

OPTIONS:

- 1) Award a purchase order to Fraser of Houston, TX in the amount of \$154,234.00; or
- 2) Decline to approve an award.

STAFF RECOMMENDATIONS:

The specifications and requirements were designated by the County Fire-EMS District to meet their needs, standardization, and training. Staff recommendation is for award to Fraser of Houston, TX for the ambulance remounts in the amount of \$154,234.00 as quoted.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<div data-bbox="164 176 183 201">▢</div> Recommendation from Mr. Brandon Ellis, Emergency Manager	Cover Memo
<div data-bbox="164 243 183 268">▢</div> Recommendation from acting County Fire Chief, Tony Hucks	Cover Memo
<div data-bbox="164 302 183 327">▢</div> Draft of PO# 2022-172	Cover Memo



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

To: Nancy Silver, Purchasing

From: Brandon Ellis, Director of Emergency Services 

Date: November 29, 2021

Re: Ambulance Remount Procurement Recommendation Letter

I hereby support Georgetown County Fire/EMS's request to remount one 2014 International Terra Star Ambulance through HGAC Contract as they have done in the past. Frazer Ambulance was the original builder of the patient care box that we currently have on the 2014 International Terra Star ambulance.

It is Georgetown County Fire/EMS's recommendation to have this ambulance remounted on a new chassis and the patient care box be refurbished. The total cost for this ambulance remount/refurbishment is \$154,234.00.



Georgetown County Fire/EMS

3605 Highmarket Street
Georgetown, SC 29440
Phone: (843) 545-3271
Fax: (843) 545-3646



“Life Safety and Property Conservation”


Fire/EMS Chief

County Administrator
Angela Christian

Assistant Chief
Tony Hucks

Emergency Services Director
Brandon Ellis

To: Nancy Silver, Purchasing

From: Tony Hucks, Assistant Chief 

Date: November 29, 2021

Re: (1) Ambulance Remount Procurement Recommendation Letter

Georgetown County Fire/EMS is requesting to remount one 2014 International Terra Star Ambulance through HGAC Contract as we have in the past. Frazer Ambulance was the original builder of the patient care box that we currently have on the 2014 International Terra Star ambulance.

We recommend having this ambulance remounted on a new chassis and the patient care box be refurbished. The total cost for the one ambulance remount/refurbishment is \$154,234.00.

**Bill To**

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

Ship To

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

Purchase Order

No. 2022-00000172

11/29/21

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

Vendor 1124775 FRAZER LTD**Contact**

FRAZER LTD
ATTN: Laura Richardson
7219 Rampart
HOUSTON, TX 77081

Deliver by 02/18/22
Ship Via VEND
Freight Terms F.O.B: DESTINATION
Originator Deven Montgomery
Resolution Number HGAC #AM10-20
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
1.0000	EA	AMBULANCE-REMOUNT		\$158,234.0000	\$158,234.00
<i>Item Description</i> Ambulance remount <i>Detail Description</i> Per Department specifications & requirements					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.411-50713 (Autos & Trucks)					100.00%
1.0000	EA	SALE AND AUCTION		(\$4,000.0000)	(\$4,000.00)
<i>Item Description</i> Trade-in value for existing cab/chassis VIN# 1HTJSSKK5E797799					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
010.001-40701 (Sale and Auction)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	11/18/2021	Deven Montgomery
2	Dept Head	11/18/2021	Anthony Hucks
3	Director	11/18/2021	Tracey Howle
4	Purchasing	11/29/2021	Nancy Silver

Subtotal \$154,234.00**Sales Tax** \$0.00**Total Due** \$154,234.00

SIGNATURE

SIGNATURE

Special Instructions

This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced:

Contract ID: _____

Order/Quotation# _____ Order Date: _____

FROM: Georgetown County, SC Purchasing Office Phone (843)545-3083 - FAX (843)545-3500 - EMail: purch@gtcounty.org

Item Number: 6.d
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Adoption of 2022 Annual Meeting Schedule

CURRENT STATUS:

The SC Freedom of Information Act requires that public bodies provide notice of all regularly scheduled meetings to the local news media at the beginning of every calendar year.

POINTS TO CONSIDER:

Georgetown County Council holds regular meetings on the 2nd and 4th Tuesday of each month. A lighter meeting schedule consisting of one regular meeting per month is customary during summer months, as well as during November and December. The proposed schedule includes one regular meeting during June – August, and in November and December.

It is proposed that Georgetown County Council take action to adopt its annual meeting schedule for 2022, in order that appropriate public and media notice may be given.

Adoption of this annual schedule, pertains to regular council meetings only, and does not prohibit County Council from calling additional meetings during the year such as special meetings, work sessions, or committee meetings. In accordance with the FOIA, these meetings require public notice of at least 24 hours in advance of the meeting.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt 2022 Annual Meeting Schedule as proposed
2. Do not adopt proposed Annual Meeting Schedule.

STAFF RECOMMENDATIONS:

Adoption of 2022 Annual Meeting Schedule as proposed.

ATTORNEY REVIEW:

ATTACHMENTS:

Description

Type

DRAFT



GEORGETOWN COUNTY COUNCIL 2022 MEETING SCHEDULE

Georgetown County Council will hold regular meetings on the following dates in 2022. Georgetown County Council will hold all meetings in County Council Chambers (*located in the historic courthouse*) 129 Screven Street, Suite 213, Georgetown, SC. All regular meetings begin at 5:30 PM.

COUNCIL MEETING DATES

January 11, 2022
January 25, 2022
February 8, 2022
February 22, 2022
March 8, 2022
March 22, 2022
April 12, 2022
April 26, 2022
May 10, 2022
May 24, 2022
June 28, 2022**
July 26, 2022**
August 23, 2022**
September 13, 2022
September 27, 2022
October 11, 2022
October 25, 2022
November 8, 2022**
December 13, 2022**

DEADLINE FOR AGENDA SUBMISSIONS*

January 3, 2022
January 14, 2022
January 28, 2022
February 11, 2022
February 25, 2022
March 11, 2022
April 1, 2022
April 15, 2022
April 29, 2022
May 13, 2022
June 17, 2022
July 15, 2022
August 12, 2022
September 2, 2022
September 16, 2022
September 30, 2022
October 14, 2022
October 28, 2022
December 2, 2022

* Reports submitted for inclusion on County Council's meeting agenda are due no later than 5:00 PM on deadline date indicated for each agenda (unless otherwise noted).

**County Council customarily holds only one regular meeting during the summer months, and during the months of November and December as indicated.

Item Number: 7.a
Meeting Date: 12/14/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the “County”), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Company”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the “Project”); and Other Matters Relating Thereto.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County, South Carolina, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, and particularly Title 12, Chapter 44 of the Code: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (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.

Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or project sponsors, are considering the establishment and/or expansion of certain commercial and related facilities at one or more locations in the County, and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$12,000,000, in the Project.

Based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Negotiated FILOT Act, and in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council has agreed to provide the benefits of a negotiated FILOT with respect to the Project.

The County and the Company have agreed to a Fee in Lieu of Tax and Incentive Agreement with respect to the Project. The Incentive Agreement is to be finalized, and dated contemporaneously with the adoption of this Ordinance, or such other date as the parties may agree thereto.

FINANCIAL IMPACT:**OPTIONS:**

1. Adopt Ordinance No. 21-32
2. Do not adopt Ordinance No. 21-32

STAFF RECOMMENDATIONS:

Public hearing to receive comments on Ordinance No. 21-32.

ATTORNEY REVIEW:**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 21-32 Santee Electric FILOT	Ordinance
▣ SEC FILOT Agreement	Backup Material

**GEORGETOWN COUNTY
ORDINANCE NO. 21-32**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY"), AND SANTEE ELECTRIC COOPERATIVE, INC., ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT"); AND (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"), and particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or project sponsors (collectively, the "Company"), are considering the establishment and/or expansion of certain commercial and related facilities at one or more locations in the County (the "Project"), and anticipates that, should its plans proceed as expected, it will invest, or caused to be invested, at least \$12,000,000, in the aggregate, in the Project; and

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

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on Tuesday, August 24, 2021 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (the "Incentive Agreement"), the

form of which is presented to this meeting, which Incentive Agreement is to be dated contemporaneously with the adoption of this Ordinance, or such other date as the parties thereto may agree; and

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

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

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

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

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

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

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

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

Section 2.

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

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(a)(1)(d) of the Negotiated FILOT Act as set forth in greater detail in the Incentive Agreement; (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) such other terms and conditions as are or will be specified in the Incentive Agreement including, but not limited to, that the Company and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

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

Section 3. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 4. The Chairman of the Council, the County Administrator, and the Clerk to 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 the Incentive Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, 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, phases, and provisions hereunder.

Section 6. 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 a meeting duly assembled, this ____ day of _____, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading:	August 24, 2021
Second Reading:	November 9, 2021
Public Hearing:	December 14, 2021
Third Reading:	December 14, 2021

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

GEORGETOWN COUNTY, SOUTH CAROLINA,

and

SANTEE ELECTRIC COOPERATIVE, INC.

Dated as of December 14, 2021

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated as of December 14, 2021, by and between GEORGETOWN COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and SANTEE ELECTRIC COOPERATIVE, INC., and its affiliates and subsidiaries, acting for themselves, one or more affiliates, and/or other project sponsors (collectively the “Company”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”): (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, the Company has committed to establish and/or expand certain commercial and related facilities at one or more locations in the County (the “Project”), and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, collectively, approximately \$12,000,000 or more in the Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

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

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on December 14, 2021 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance adopted contemporaneously herewith, has approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

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

ARTICLE I

DEFINITIONS

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

“*Act*” shall mean the Negotiated FILOT Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the negotiation and approval of the terms and provisions of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, and further including any expenses incurred by the County in defending challenges or suits to the incentives provided herein by third parties, but excluding suits brought by the Company under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County shall have furnished to the Company, or such other Co-Investor, as the case may be, a statement including a general explanation of such expenses incurred. In the event of any challenges to the incentives provided herein by third parties, the County and the Company agree to work in good faith to determine to defend such third party challenges.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter controls, is controlled by, or is under common control with the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter controlled or under common control by the Company or any other Sponsor or Sponsor Affiliate, or by any partner, shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate as described in Section 267(b) of the Internal Revenue Code.

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

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

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

“*Company*” shall mean Santee Electric Cooperative, Inc., and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2021, and, in such event, the Compliance Period will end on December 31, 2026.

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

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

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

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

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

“*Existing Property*” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of property which is not economic development property; provided, however, that

Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company and other Co-Investors, in the aggregate, invest at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (b); or, (d) modifications which constitute an expansion of real property or real property improvement portions of Existing Property. As used in the immediately preceding sentence, expansion shall include all modifications, alterations, additions, and improvements that are considered necessary, suitable, or useful by the Company.

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

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT payments to be made by the Company with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof.

“*Investment Period*” shall initially mean a period equal to the Compliance Period; provided, however, that the County will consider in good faith a request by the Company to extend the Investment Period.

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

“*Minimum Contractual Investment Requirement*” shall mean investment in Negotiated FILOT Property, within the period commencing on the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Compliance Period, by the Company and all Co-Investors, in the aggregate, of at least \$12,000,000 (without regard to depreciation or other diminution in value), as reported by the Company and any Co-Investors, if any, on their respective PT-300S form or comparable forms filed with the Department of Revenue.

“*Minimum Statutory Investment Requirement*” shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the

Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act.

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

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

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

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

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

“Project” shall mean: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all utility and broadband property and improvements including, but not limited to improvements or modifications to, or expansions of property already existing on the Land which have become obsolete or are being updated or improved by the Company, machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company for use on or about the Land; and, (iii) any Replacement Property, including property intended to replace property already existing on the Land which has become obsolete or is being updated or improved by the Company; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within a period commencing on January 1, 2021 and ending at the end of the Investment Period.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of the Company, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

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

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

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

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company has a fiscal year end of June 30, and the Company will notify the County of any changes in its respective fiscal year.

(b) The Company intends to operate the Project as facilities primarily to provide services to its members and customers.

(c) The agreements with the County with respect to the Negotiated FILOT, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

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

(e) The Company has retained legal counsel to advise, or has had a reasonable opportunity to consult legal counsel to advise, of its eligibility for the Negotiated FILOT and other incentives granted by this Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the Negotiated FILOT and other incentives granted by this Agreement.

ARTICLE III

COVENANTS OF THE COUNTY

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

Section 3.02. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company and each Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act, the terms of which shall be mutually agreeable to the County and the Company. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Act or this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT Payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in the Project.

(a) The Company hereby agrees to acquire, construct, equip, or improve, or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2024.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in Negotiated FILOT Property in the County at the Project by any and all other permitted Co-Investors shall together with investment in Negotiated FILOT Property in the County at the Project by the Company, count toward achievement of the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and all other permitted Co-Investors filed with respect to the Project, including without limitation, each such entity's assets listed on a SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

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

(d) The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

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

(ii) Subject to the provisions of **Section 5.01(f)(iii)** hereof, in any instance when the Company, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such

property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

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

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

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

Section 4.02. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the negotiation or implementation of this Agreement's terms and provisions, with respect to the

Company or any other Sponsor or Sponsor Affiliate, as the case may be, promptly upon written request therefor, but in no event later than thirty (30) days after receiving written notice from the County specifying the general nature of such expense and requesting the payment of the same. The County acknowledges that it does not anticipate any charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the Administration Expenses, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 4.03. Use of the Project for Lawful Activities. During the Term of this Agreement, the Company may use the Project as it deems fit for any lawful purpose.

Section 4.04. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company, an Affiliate, or a company with which the Company shares common management, as to which such consolidation, merger, or transfer, the County, to the extent allowed by law, hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.04**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.04**.

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

Section 4.05. Records and Reports. The Company and each Sponsor or Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply

with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, “Filings”); provided, however, that the parties hereto hereby waive in their entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

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

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

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

Notwithstanding any other provision of this Section, the Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Sponsor or Sponsor Affiliate believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law. Except to the extent required by law, unless the County has provided at least ten (10) days advance written notice to the Company or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Sponsor or Sponsor Affiliate in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Sponsor or Sponsor Affiliate.

Section 4.06. Savings Reinvestment. In the interest of expanding economic development opportunities to its members within the County, the Company shall create a special fund, which

the Company shall hold in trust for economic development-related expenditures within the County, in which the Company shall deposit all property-tax related savings realized as a result of this Agreement. The County and the Company may mutually agree on how to use the funds; provided, however, that notwithstanding such mutual agreement, the Company has the sole and absolute discretion to use these funds for economic development activities within the County as the Company sees fit. Funds may be used, for example, to purchase, build, and develop economic development assets in the County within the Company's service territory. Such investments shall be over and above the levels of investments the Company has customarily made in the County in the ordinary course of business.

ARTICLE V

FEES IN LIEU OF TAXES

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

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2024.

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

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the definition of "Investment Period" in **Section 1.01** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act,

which based on the property comprising the Land as of the original execution and delivery of this Agreement, is equal to the millage indicated on **Exhibit B** with respect to all Negotiated FILOT Property comprised of, or located on, such Land, and shall be fixed for the Term of this Agreement; and, (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment, but which shall be valued by the Department using ordinary obsolescence factors traditionally applied by the Department to the Company's property for property tax purposes, and the original income tax basis for any personal property less allowable depreciation and ordinary obsolescence factors traditionally applied by the Department to the Company's property for property tax purposes (except depreciation due to *extraordinary* obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree, only in a writing approved by the Council, at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five (5) year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

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

(v) Notwithstanding the formula set forth in **Section 5.01(b)(ii)** above, the aggregate of the *ad valorem* taxes paid by the Company on Existing Property and the Negotiated FILOT shall not be less than the threshold amount as initially set forth on Exhibit C hereto but reduced by 2% per year up to 20% in the aggregate (the "Threshold Amount"); provided, however, that the Threshold Amount shall be reduced by the amount of *ad valorem* taxes on Existing Property or the Negotiated FILOT due with respect to Negotiated

FILOT Property or Non-Qualify Property, as the case may be, that is damaged, destroyed, or is otherwise made non-operational as a result of a *force majeure* event, which shall mean an act of God, including but not limited flood, hurricane, tornado, fire, explosion, and earthquakes. The *force majeure* reduction, if any, will only be effective for the two property tax years following the *force majeure* event. If the County notifies the Company that the aggregate of *ad valorem* taxes paid by the Company on Existing Property and the Negotiated FILOT for a particular tax year do not meet the Threshold Amount (the amount by which the Threshold Amount exceeds the aggregate of *ad valorem* taxes paid by the Company on Existing Property and the Negotiated FILOT being a “Threshold Deficit,” and the notice being the “Threshold Deficit Notice”), and the books and records of the Company (such books and records being subject to audit by the County as set forth in **Section 4.05(a)**) reflect the Threshold Deficit asserted in the Threshold Deficit Notice, then the Threshold Deficit shall be due and payable from, or at the direction of, the Company as a Deficiency Payment as set forth in **Section 5.01(g)** hereof. Provided, the sum of the Company’s *ad valorem* taxes, Negotiated FILOT Payments, and Threshold Deficit for any particular year shall be capped at the amount of *ad valorem* taxes the Company would have paid in the absence of this Agreement.

(c) To the extent not prohibited by the Department of Revenue, Negotiated FILOT Payments are to be recalculated (subject, always to the continuing requirements of **Section 5.01(f)** hereof):

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

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

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

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT

Property from the Negotiated FILOT to *ad valorem* taxes as permitted by **Section 4.01(d)(iii)**.

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

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

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

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five (5) year exemption from *ad valorem* taxes, provided by

Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable from, or at the direction of, the Company or each other Sponsor or Sponsor Affiliate, as the case may be, with respect to Negotiated FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

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

(iii) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor, which qualifies as Negotiated FILOT Property, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid, or caused to be paid, by the Company or the Sponsor or Sponsor Affiliate, as the case may be, within sixty (60) days following receipt by the Company or such other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

The parties acknowledge that: (i) the calculation of the annual Negotiated FILOT Payment due hereunder is a function of the Department of Revenue and is wholly dependent on the parties hereto intended to receive benefits under this Agreement timely submitting the correct annual property tax returns to the Department of Revenue; (ii) the County has no responsibility for the submission of returns or the calculation of the annual Negotiated FILOT Payment; and, (iii) failure by any party to timely submit the correct annual property tax return could lead to loss of all or a portion of the Negotiated FILOT benefits and other incentives provided by this Agreement.

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

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or, (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, upon written approval of the County, which approval may take the form of a consent letter, a resolution or ordinance of the Council. Notwithstanding anything to the contrary in this **Section 6.01**, the County hereby preapproves and consents to the Company transferring all or any of its rights and interests

hereunder or with respect to all or any part of the Project to an Affiliate, or a company with which the Company shares common management.

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

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such other Sponsor or Sponsor Affiliate with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which, in each case, must agree to be bound by the terms of this Agreement and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

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

valorem taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (the "Defaulting Entity"):

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

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for sixty (60) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; or,

(c) if a Cessation of Operations occurs after the Compliance Period. For purposes of this Agreement, a "Cessation of Operations" means a publicly announced closure of the Project or a cessation in production at the Project that continues for a period of twelve (12) consecutive months.

Notwithstanding anything herein to the contrary, failure to meet any investment requirement, threshold, or level set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or any other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 5.01(f)** hereof.

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

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than thirty (30) days prior to the termination date specified therein;

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.05** hereof;

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the

contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company and any other Sponsor or Sponsor Affiliate, which consent may be provided by the Company or such other Sponsor or Sponsor Affiliate in their sole discretion.

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

(a) As to the County:

Georgetown County Administrator
Attn: Angela Christian
716 Prince Street
Georgetown, South Carolina 29440
Phone: (843) 545-3006

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

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

(c) As to the Company:

Santee Electric Cooperative, Inc.
Attn: Robert G. Ardis III, P.E., President and CEO
Ryan Cooper, CFO
P.O. Box 548
Kingstree, SC 29556

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

Nexsen Pruet, LLC
Attn: Burnet R. Maybank III
Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
P.O. Box 2426
Columbia, South Carolina 29202
Phone: (803) 253-8220

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

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

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

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

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

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

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

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

Section 9.12. Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified

Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel of the Company’s choice, which is acceptable to the County (the approval of which shall not be unreasonably withheld), and whose purported representation of the County in such matters would not present an unwaivable conflict of interest under the South Carolina Rules of Professional Conduct, the waiveability of which shall be determined by the County, in its reasonable discretion; provided, however, that the Company shall be entitled to manage and control the defense of, or respond to, any claim, action, prosecution, or proceeding, for itself and any Indemnified Party; provided the Company is not entitled to settle any matter without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate legal counsel for any reason, that Indemnified Party is responsible for its independent legal costs and expenses, in whole.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or, (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the 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 Agreement may be had against any member of the 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 Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 9.14. Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the County may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

[Signature Pages Follow]

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

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

SANTEE ELECTRIC COOPERATIVE, INC.

Robert G. Ardis III
President and CEO

Ryan Cooper
Chief Financial Officer

[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

EXHIBIT A
LAND DESCRIPTION

PARCEL ID	PHYSICAL ADDRESS	DESCRIPTION
02-0210-095-00-00	308 Greentown Road, Georgetown, SC 29440	Georgetown Sub
		Old Carters Crossroad Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440	Georgetown Office
02-1006-015-02-00	5983 North Fraser Street, Georgetown, SC 29440	Greenfield Sub
01-1009-028-01-00	303 Kiawah Road, Georgetown, SC 29440	Pennyroyal Sub
01-0426-026-01-00	423 Saints Delight Road, Georgetown, SC 29440	Sampit Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
01-0437-001-02-00	770 Woodstock Street, Georgetown, SC 29440	3V Sub
02-0404-001-03-00	790 Dunbar Road, Georgetown, SC 29440	Dunbar Sub
03-0419-005-03-01	9247 Pleasant Hill Drive, Hemingway, SC 29554	Carters Crossroad Sub
03-0468-006-01-04	3986 Jackson Village Road, Georgetown, SC 29440	Plantersville Sub
02-1009-004-12-00	877 Browns Ferry Road, Georgetown, SC 29440	Pringle Ferry Sub
01-0442-026-03-00	7753 Saints Delight Road, Georgetown, SC 29440	Lambertown Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
01-1009-028-01-00	303 Kiawah Road, Georgetown, SC 29440	Pennyroyal Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
01-0426-026-01-00	423 Saints Delight Road, Georgetown, SC 29440	New Sampit Sub

Santee Electric Cooperative, Inc. Easements or Rights-of-Way

All recorded and unrecorded easements, whether in gross or appurtenant, including but not limited to utility easements, party easements, private easements, prescriptive easements, easements by necessity, easements by condemnation, and contractual easements and rights-of-way located within Georgetown County upon, over or under which Santee Electric Cooperative, Inc. has located or intends to locate real property improvements or personal property, including, but not limited to all roadwork, water, sewer, drainage, power facilities, utility facilities and broadband infrastructure, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and the utility property, broadband property, machinery and equipment and other personal property, and any additions or improvements to any of the foregoing, whether paid for by the Company directly, through lease payments, or acquired by contract.

EXHIBIT B
APPLICABLE MILLAGE RATES

The millage rate to be applied in accordance with Section 5.01(b)(ii) of this Resolution shall be the millage rate in effect on June 30, 2020 for all taxing entities at each Project site, which the Parties hereto believe to be as follows for each parcel of real property, and all business personal property located thereon in the following County tax district:

- | | |
|-------------------------------------|---------------|
| • Georgetown County Tax District 01 | 244.200 Mills |
| • Georgetown County Tax District 02 | 244.200 Mills |
| • Georgetown County Tax District 03 | 244.200 Mills |
| • Georgetown County Tax District 04 | 225.900 Mills |

If the Company places property in service during the Investment Period in incorporated areas of Georgetown County, there shall be applied an additional millage rate to such real and business personal property equal to that incorporated area's millage rate in effect on June 30, 2020.

EXHIBIT C

THRESHOLD AMOUNT

\$1,213502.97

Item Number: 7.b
Meeting Date: 12/14/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-36 - An Ordinance to declare as surplus a tract of property Identified as TMS #05-0019-121-00-00, and TMS #05-0019-113-00-00, owned by Georgetown County, and located at 325 Dozier Street in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32.

CURRENT STATUS:

Pending.

POINTS TO CONSIDER:

Georgetown County owns certain real estate located near the intersection of Highmarket and Duke Streets, in the City of Georgetown, designated as TMS No. 05-0019-121-00-00 and TMS #05-0019-113-00-00.

Georgetown County Council has determined that it is desirable to declare the property as surplus, offer said property for sale in the manner prescribed in Ordinance No. 20-32.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Ordinance No. 21-36.
2. Do not adopt Ordinance No. 21-36.

STAFF RECOMMENDATIONS:

The Chairman will open the floor for comments pertaining to the adoption of Ordinance No. 21-36.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
□ Ordinance No. 21-36 Surplus Property	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: 21-36

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS A TRACT OF PROPERTY, OWNED BY GEORGETOWN COUNTY, LOCATED AT THE INTERSECTION OF HIGHMARKET STREETS AND DOZIER STREETS IN THE CITY OF GEORGETOWN, AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED IN ORDINANCE 20-32.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located at 325 Dozier Street, within the City of Georgetown, South Carolina, totaling approximately one (1) acre and designated as TMS #05-0019-121-00-00 and TMS #05-0019-113-00-00; and

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

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

WHEREAS, a public hearing discussing the matter was held on _____, 2020.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, IDENTIFIED AS TMS #05-0019-121-00-00 (EXHIBIT A), AND TMS #05-0019-113-00-00 (EXHIBIT B), AS SURPLUS PROPERTY AND AUTHORIZES THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH ORDINANCE 20-32.

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

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

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

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

Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

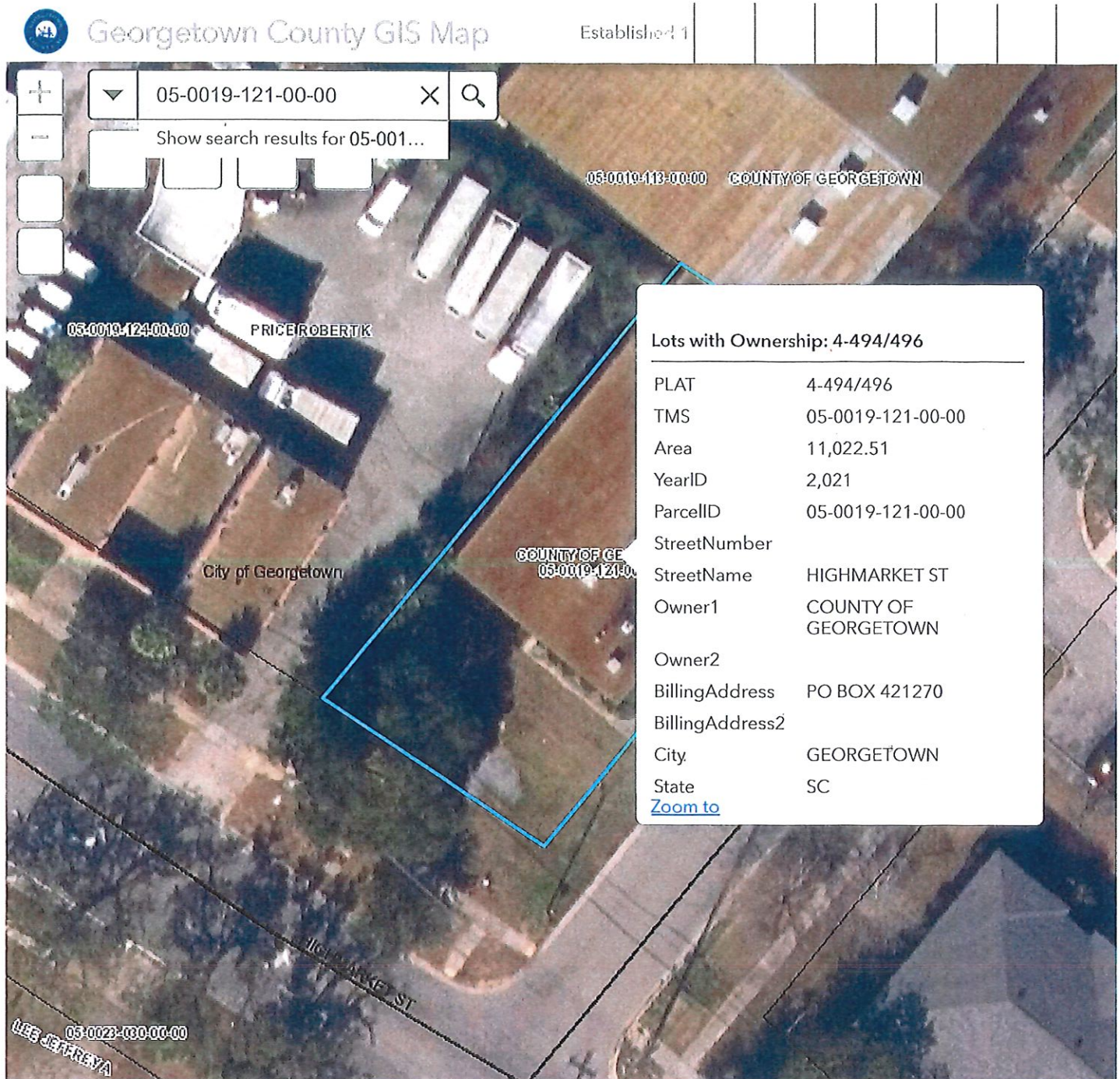
This Ordinance, No. #21-36, has been reviewed by me and is hereby approved as to form and legality.

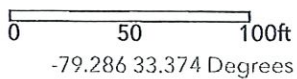
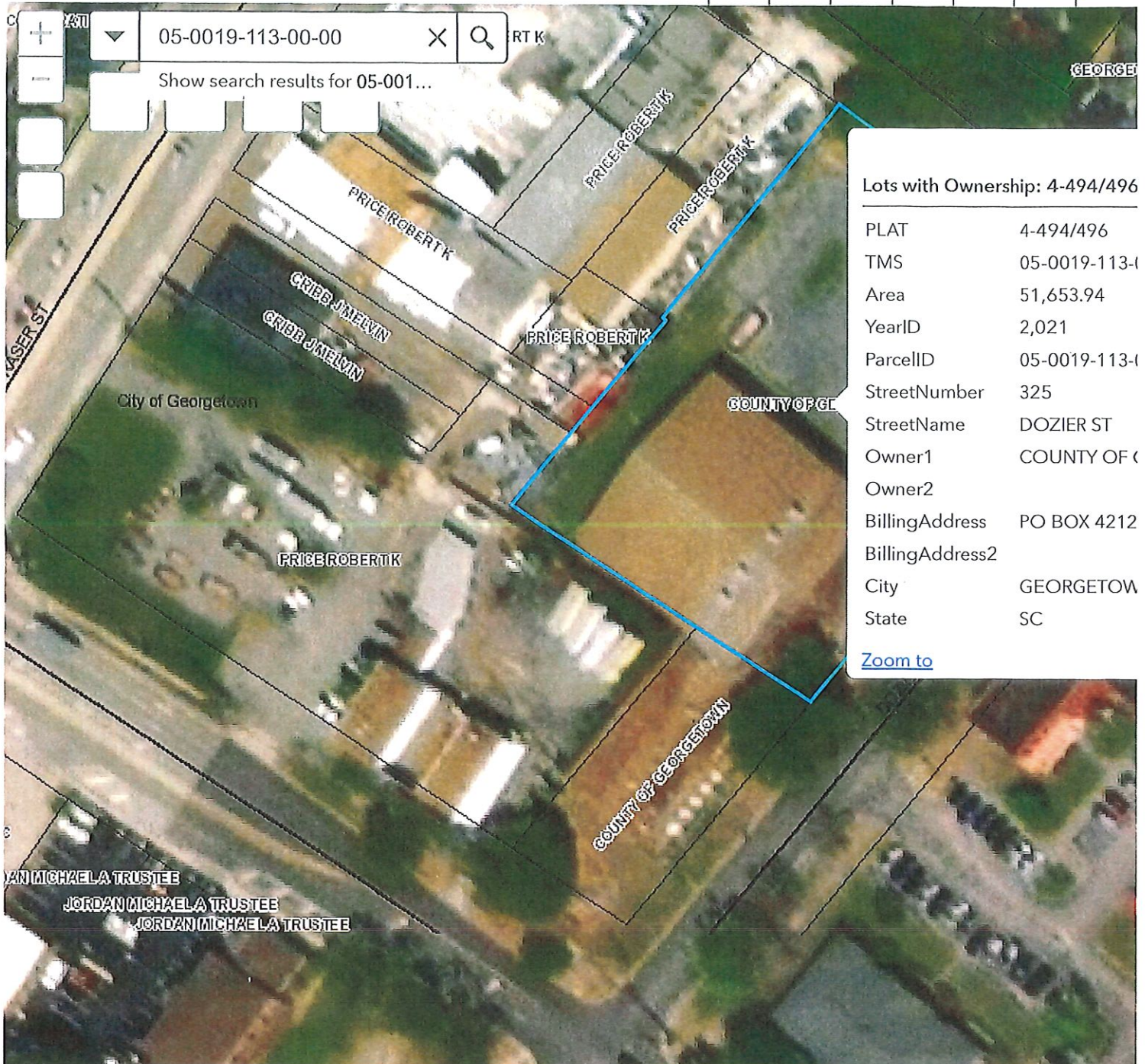
John D. Watson
Georgetown County Attorney

First Reading: October 26, 2021

Second Reading:

Third Reading:





DATA

GEORGETOWN COUNTY BOARD OF EDUCATION

SCALE 1 IN = 40 FT

I HEREBY CERTIFY THAT THE MEASUREMENTS SHOWN
ARE CORRECT AND THERE ARE NO ENCROACHMENTS

A circular seal with a double-lined border. The outer ring contains the text "SAMUEL M. HARPER" at the top and "SOUTH CAROLINA" at the bottom. The inner circle contains the text "REGISTERED SURVEYOR" at the top and "No. 1003" at the bottom.

Samuel M. Chapman

NOON " 307
END 07
22 FEBRUARY 1961

6406-11

Item Number: 7.c
Meeting Date: 12/14/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-38 - An Ordinance to Amend the FY2021/2022 Operating Budget of Georgetown County

CURRENT STATUS:

Ordinance No. 21-38 is pending approval.

POINTS TO CONSIDER:

Ordinance No. 21-38 This amendment revises the FY 2021/2022 budget for items to be individually described in the proposed ordinance by appropriating additional funds from available fund balance. Those expenditures for which supplemental appropriations are required, and which Council has previously reviewed and approved, will be noted as applicable.

FINANCIAL IMPACT:

As disclosed in the ordinance.

OPTIONS:

1. Approve Ordinance 21-38 to amend the FY 2021/2022 Budget Ordinance.
2. Reject Ordinance No. 21-38.

STAFF RECOMMENDATIONS:

Chairman Louis Morant will open the floor for public comments regarding Ordinance No. 21-38.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▣ Ordinance No. 21-38 Budget Amendment	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 21-38

**AN ORDINANCE TO AMEND THE 2021/2022 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: Appropriations in the General Fund are increased by \$21,141 to provide funding for a 2021 Kubota Tractor for Parks & Recreation to replace the one that was stolen. Funding will come from General Fund, fund balance. This procurement was approved by County Council at the October 12, 2021, Council meeting.
- Section 2: Appropriations in the General Fund are increased by \$60,000 to provide for the purchase of a morgue cooler and the construction and/or renovations of a building to house the morgue. Funding will come from fund balance of the General Fund.
- Section 3: Appropriations in the Stormwater Fund are increased by \$34,100 to provide for the Garden City Drainage Project. Funding will come from fund balance of the Stormwater Fund.
- Section 4: Appropriations in the Capital Equipment Replacement Plan Fund (CERP) are increased by \$335,342 to provide for the equipment and up fitting of 9 patrol vehicles schedule to be purchased in the prior fiscal year but have not been delivered. Funding will come from fund balance in the Capital Equipment Replacement Plan Fund.
- Section 5: This Ordinance No. 21-38 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2021

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

ATTEST:

_____(Seal)
Theresa E. Floyd, Clerk to Council

This Ordinance No. 21-38, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson
Georgetown County Attorney

(Seal)

First Reading: October 26, 2021

Second Reading: November 9, 2021

Third Reading:

Item Number: 7.d
Meeting Date: 12/14/2021
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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

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

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

CURRENT STATUS:

The parcels are currently designated as commercial.

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Chairman Louis Morant will open the floor for public comments pertaining to Ordinance No. 21-39.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description

Type

- ▣ Ordinance 21-39 FLU
- ▣ FLU Map
- ▣ Resolution

Ordinance
Backup Material
Resolution Letter

STATE OF SOUTH CAROLINA)
)
GEORGETOWN COUNTY)

ORDINANCE NO: 21-39

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

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

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

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

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

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 21-39, has been reviewed by me and is hereby approved as to form and legality.

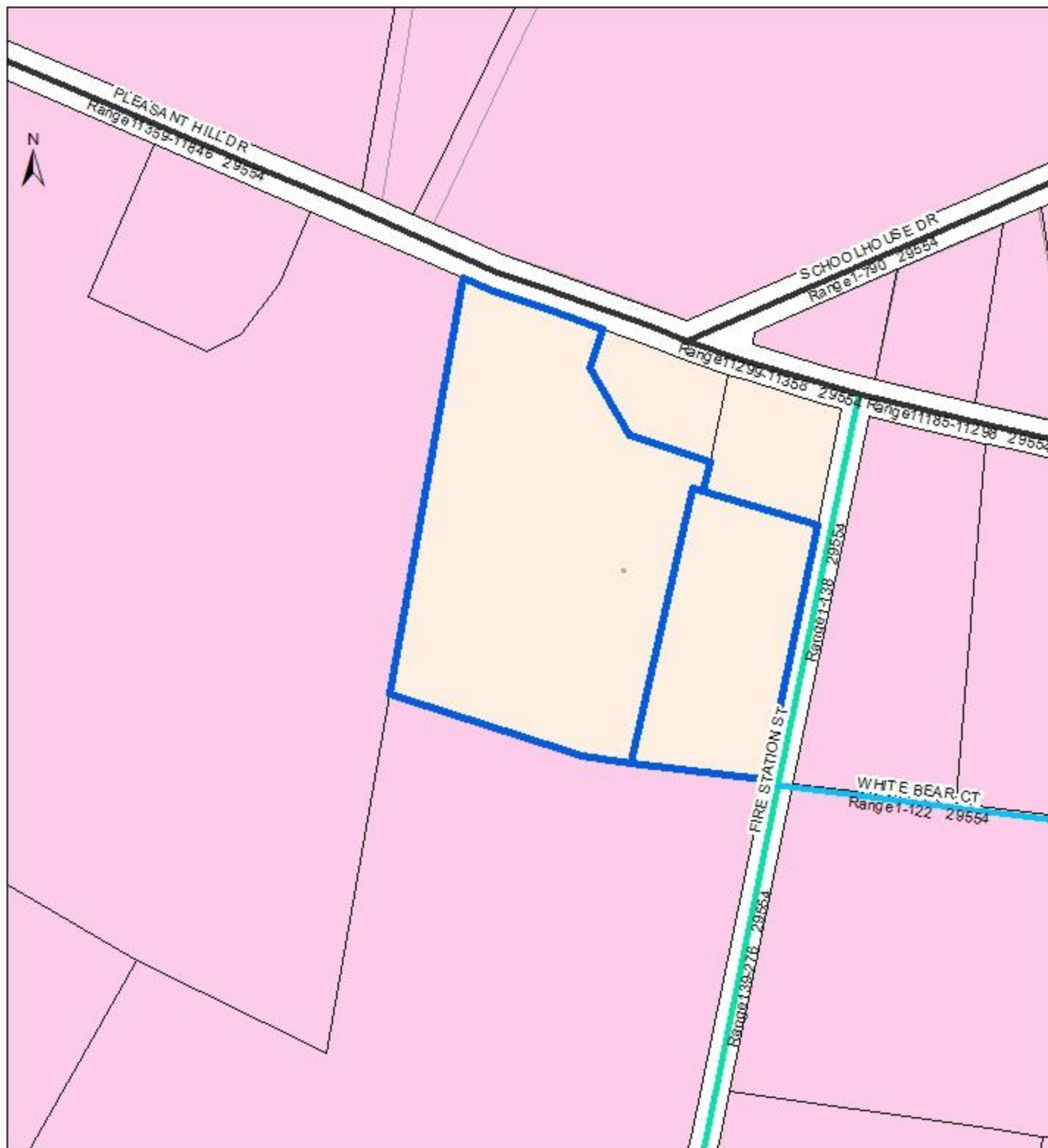
John D. Watson
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

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



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 80 160 320 480 640 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

RESOLUTION

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

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

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

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

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 8.a
Meeting Date: 12/14/2021
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Building Code Board of Appeals

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Council Vice Chair Lillie Jean Johnson has recommended the appointment of Mr. Terry Reed to the Building Code Appeals Board representing Council District 4.

If appointed, Mr. Reed will serve a term on the Board ending on March 15, 2025. Mr. Reed has submitted an application, which is provided for County Council's consideration.

FINANCIAL IMPACT:

OPTIONS:

1. Ratify the appointment of Terry Reed to the Building Code Appeals Board.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Ratify the appointment of Terry Reed to the Building Code Appeals Board (representing Council District 4).

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Building Code Appeals Application - Terry Reed	Backup Material



QUESTIONNAIRE FOR
BOARD / COMMISSION
PLEASE PRINT

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

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

<input type="checkbox"/> Airport Commission	<input type="checkbox"/> Coastal Carolina University Advisory Board	<input type="checkbox"/> Midway Fire-Rescue Board
<input type="checkbox"/> Alcohol & Drug Abuse Commission	<input type="checkbox"/> Economic Development Alliance Board	<input type="checkbox"/> Parks & Recreation Commission
<input type="checkbox"/> Assessment Appeals Board	<input type="checkbox"/> Fire District 1 Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> ATAX Commission	<input type="checkbox"/> Historical Commission	<input type="checkbox"/> Sheriff Advisory Board
<input checked="" type="checkbox"/> Building Codes Board of Appeals	<input type="checkbox"/> Library Board	<input type="checkbox"/> Tourism Management Commission
		<input type="checkbox"/> Zoning Appeals Board

Name: TERRY L Reed
[First] [Middle/Maiden] [Last]

Home Address: 824 Georgetown Rd

Home Phone: _____ Work Phone: _____ Cell Phone: (843) 359-3142

Email Address: Terryreed063@gmail.com

Permanent resident of Georgetown County? ☒ YES / NO Registered Voter in Georgetown County? ☒ YES / NO

Occupation: CLAMP TRUCK DRIVER IP Present Employer: International Paper
[If retired, most recent employer]

Employer Address: 1480 International Drive

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

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

Professional Degree [please specify] _____

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

[If yes, please list]: _____

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

[If yes, please list]: _____

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

[If yes, please list]: _____

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

I have served on community boards, such as the Spring Gulley
Committee. Trustee Board at Gospel and Living Word. Currently a member of our Spring Gulley
community group.

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

Terry Reed 11/9/21
Applicant Signature Date

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

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

Item Number: 9.a
Meeting Date: 12/14/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Emergency Services

ISSUE UNDERCONSIDERATION:

Proclamation No. 21-34 - In Honor of Chief Doug Eggiman upon the occasion of his retirement following more than three decades of exceptional public safety service.

CURRENT STATUS:

N/A

POINTS TO CONSIDER:

1. *Doug Eggiman* began his career as a public safety professional over 36 years ago.
2. In 1985, *Doug Eggiman* joined Midway Fire Department as a Volunteer Firefighter; a year later he was hired as one of the first three career Firefighter/EMTs; and as a Firefighter/EMT I he dedicated himself to the highest standards of professionalism and excellence, therefore advancing through the ranks, including, Firefighter/Medic II, Master Firefighter Paramedic, Lieutenant, Battalion Chief, Assistant Fire Chief / Fire Marshal and ultimately Fire Chief.
3. In 2003, *Doug Eggiman* was promoted to Midway Fire Department Chief, overseeing three (3) fire stations; as the Chief he quickly proved himself as a leader and mentor.
4. In 2005, *Doug Eggiman* was a key member of the successful integration of Advanced Life Support services at Midway Fire Rescue; where he was entrusted and assumed the responsibility of providing emergency medical services to the community.
5. Throughout his career, *Doug Eggiman* has seen many successes, and made significant contributions; as the Midway Fire Rescue Chief, he has grown the department in size and staff in response to the growing needs of the County and community; and was instrumental in securing the necessary equipment, vehicles, training and resources to manage an outstanding department of public safety professionals; his guidance was contributory in the department obtaining a Class 2 ISO rating; as the Fire Chief of Midway Fire Rescue, he managed three (3) Fire/EMS stations with sixty-four (64) full-time employees, and ten (10) volunteer members.

FINANCIAL IMPACT:

None

OPTIONS:

1. To adopt/approve the Proclamation for Chief Doug Eggiman's Retirement.
2. To not adopt/approve the Proclamation for Chief Doug Eggiman's Retirement.

STAFF RECOMMENDATIONS:

STAFF RECOMMENDATIONS: To adopt/approve the Proclamation for Chief Doug Eggiman's Retirement.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Proclamation Chief Doug Eggiman's Retirement	Cover Memo

Proclamation

COUNTY OF GEORGETOWN)
)
STATE OF SOUTH CAROLINA)

In Honor of
Chief Doug Eggiman

WHEREAS, *Doug Eggiman* began his career as a public safety professional over 36 years ago; and

WHEREAS, in 1985, ***Doug Eggiman*** joined Midway Fire Department as a Volunteer Firefighter; a year later he was hired as one of the first three career Firefighter/EMTs; and as a Firefighter/EMT I he dedicated himself to the highest standards of professionalism and excellence, therefore advancing through the ranks, including, Firefighter/Medic II, Master Firefighter Paramedic, Lieutenant, Battalion Chief, Assistant Fire Chief / Fire Marshal and ultimately Fire Chief; and

WHEREAS, in 2003, ***Doug Eggiman*** was promoted to Midway Fire Department Chief, overseeing three (3) fire stations; as the Chief he quickly proved himself as a leader and mentor; and

WHEREAS, in 2005, ***Doug Eggiman*** was a key member of the successful integration of Advanced Life Support services at Midway Fire Rescue; where he was entrusted and assumed the responsibility of providing emergency medical services to the community; and

WHEREAS, throughout his career, ***Doug Eggiman*** has seen many successes, and made significant contributions; as the Midway Fire Rescue Chief, he has grown the department in size and staff in response to the growing needs of the County and community; and was instrumental in securing the necessary equipment, vehicles, training and resources to manage an outstanding department of public safety professionals; his guidance was contributory in the department obtaining a Class 2 ISO rating; as the Fire Chief of Midway Fire Rescue, he managed three (3) Fire/EMS stations with sixty-four (64) full-time employees, and ten (10) volunteer members; and

WHEREAS, under ***Doug Eggiman's*** leadership the department earned numerous awards and recognition in public safety, including, the prestigious International Association of Fire Chiefs' Heart Safe Community Award and numerous Richard S. Campbell Awards for Excellence in Public Fire Safety Education; and

WHEREAS, during ***Doug Eggiman's*** career in public safety, he has impacted the lives of thousands of citizens with his leadership, knowledge, dedication, and has been an advisor, instructor, mentor, serving on various local, regional and state boards and committees; and

WHEREAS, Georgetown County Council recognizes that individuals, such as ***Doug Eggiman***, are a most valuable asset to any community; in his retirement he still plans to actively volunteer for Midway Fire Rescue's Fire Corps division;

THEREFORE, BE IT PROCLAIMED, by virtue of the authority vested in me as Chairman that Georgetown County Council does hereby give due recognition and express heartfelt gratitude to

Chief Doug Eggiman

Upon the occasion of his retirement from Georgetown County, for more than three decades of exceptional public safety service and extraordinary contributions to the advancement of fire safety and incident response to our citizens.

SO SHALL IT BE this 14th day of December, in the Year of Our Lord Two Thousand Twenty One.

Louis R. Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 9.b
Meeting Date: 12/14/2021
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Resolution No. 21-35 - A Resolution Authorizing (1) The Execution and Delivery of a Fee-In-Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (The "County") and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or other project sponsors (Collectively, the "Company"), pursuant to which the County shall covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion Of Certain Facilities in the County (The "Project"); and (2) Other Matters Relating Thereto.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, particularly Title 12, Chapter 44 of the Code: (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.

Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Company") proposes to establish and/or expand certain facilities at one or more locations in the County. The Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$12,000,000, in the aggregate, in the Project.

The County has determined, on the basis of the information supplied to it by the Company, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment to be made, or caused to be made, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain negotiated FILOT benefits as set forth herein, all of which shall be further described and documented in a Fee in Lieu of Tax and Incentive Agreement to be entered into by the County and the Company and subject to the terms and conditions set forth.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Resolution No. 21-35.
2. Do not adopt Resolution No. 21-35.

STAFF RECOMMENDATIONS:

Adopt Resolution No. 21-35.

ATTORNEY REVIEW:

ATTACHMENTS:

Description		Type
▯	Resolution No 21-35 FILOT Inducement Resolution Santee Electric	Resolution Letter

**GEORGETOWN COUNTY
RESOLUTION NO. 21-35**

A RESOLUTION AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND SANTEE ELECTRIC COOPERATIVE, INC., ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE “COMPANY”), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE “PROJECT”); AND (2) OTHER MATTERS RELATING THERETO.

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”): (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, Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”) proposes to establish and/or expand certain facilities at one or more locations in the County (the “Project”); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$12,000,000, in the aggregate, in the Project; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment to be made, or caused to be made, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain negotiated FILOT benefits as set forth herein, all of which shall be further described and documented in a Fee in Lieu of Tax and Incentive Agreement to be entered into by the County and the Company (the “Incentive Agreement”) and subject to the terms and conditions set forth therein.

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the County makes the following findings and determinations:

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

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

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

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

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

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

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement with the Company, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County, under certain conditions to be set forth in the Incentive Agreement, will agree to accept negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to the Project.

(b) (i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of six (6%) percent; (2) the lowest initial millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act; (3) the fair market value of the Project, determined in accordance with the Negotiated FILOT Act; and (4) such other terms and conditions as will be specified in the Incentive Agreement, including, without limitation, that the Company, in its sole discretion, may dispose of property and replace property subject to Negotiated FILOT payments to the maximum extent permitted by the Negotiated FILOT Act.

(ii) The Negotiated FILOT shall be calculated as provided in this Section 2(b) for that portion of the Project consisting of “economic development property” under the Negotiated FILOT Act. For each annual increment of investment in such economic development property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years, all in accordance with the Negotiated FILOT Act. Accordingly, if such economic development property is placed in service during more than one year, each year’s investment shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years based on the initial Investment Period of five (5) years, or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

Section 3. The provisions, terms, and conditions of the Incentive Agreement shall be subject to approval by subsequent ordinance of the Council. The Incentive Agreement is to be in

substantially the form customarily used by the County for similar transactions with such changes therein as shall be approved by said ordinance.

Section 4. The Chairman of the Council, the County Administrator, 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 this Resolution.

Section 5. The execution and delivery of the Incentive Agreement is subject to the enactment by the Council of an ordinance authorizing the same and, in conjunction therewith, compliance with the provisions of the Home Rule Act regarding the procedural requirements for enacting ordinances.

Section 6. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[End of Resolution]

Done in meeting duly assembled this _____ day of _____, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

EXHIBIT A
APPLICABLE MILLAGE RATES

The millage rate to be applied in accordance with this Resolution shall be the millage rate in effect on June 30, 2020 for all taxing entities at each Project site, which the Parties hereto believe to be as follows for each parcel of real property, and all business personal property located thereon in the following County tax district:

- | | |
|-------------------------------------|---------------|
| • Georgetown County Tax District 01 | 244.200 Mills |
| • Georgetown County Tax District 02 | 244.200 Mills |
| • Georgetown County Tax District 03 | 244.200 Mills |
| • Georgetown County Tax District 04 | 225.900 Mills |

If the Company places property in service during the Investment Period in incorporated areas of Georgetown County, there shall be applied an additional millage rate to such real and business personal property equal to that incorporated area's millage rate in effect on June 30, 2020.

Item Number: 10.a
Meeting Date: 12/14/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the “County”), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Company”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the “Project”); and Other Matters Relating Thereto.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County, South Carolina, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, and particularly Title 12, Chapter 44 of the Code: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (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.

Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or project sponsors, are considering the establishment and/or expansion of certain commercial and related facilities at one or more locations in the County, and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$12,000,000, in the Project.

Based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Negotiated FILOT Act, and in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council has agreed to provide the benefits of a negotiated FILOT with respect to the Project.

The County and the Company have agreed to a Fee in Lieu of Tax and Incentive Agreement with respect to the Project. The Incentive Agreement is to be finalized, and dated contemporaneously with the adoption of this Ordinance, or such other date as the parties may agree thereto.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Ordinance No. 21-32
2. Do not adopt Ordinance No. 21-32

STAFF RECOMMENDATIONS:

Adoption of Ordinance No. 21-32.

ATTORNEY REVIEW:**ATTACHMENTS:**

Description		Type
▣	Ordinance No. 21-32 Santee Electric Cooperative FILOT	Ordinance
▣	SEC FILOT Agreement	Exhibit

**GEORGETOWN COUNTY
ORDINANCE NO. 21-32**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY"), AND SANTEE ELECTRIC COOPERATIVE, INC., ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT"); AND (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"), and particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or project sponsors (collectively, the "Company"), are considering the establishment and/or expansion of certain commercial and related facilities at one or more locations in the County (the "Project"), and anticipates that, should its plans proceed as expected, it will invest, or caused to be invested, at least \$12,000,000, in the aggregate, in the Project; and

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

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on Tuesday, August 24, 2021 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (the "Incentive Agreement"), the

form of which is presented to this meeting, which Incentive Agreement is to be dated contemporaneously with the adoption of this Ordinance, or such other date as the parties thereto may agree; and

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

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

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

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

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

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

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

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

Section 2.

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

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(a)(1)(d) of the Negotiated FILOT Act as set forth in greater detail in the Incentive Agreement; (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) such other terms and conditions as are or will be specified in the Incentive Agreement including, but not limited to, that the Company and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

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

Section 3. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 4. The Chairman of the Council, the County Administrator, and the Clerk to 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 the Incentive Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, 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, phases, and provisions hereunder.

Section 6. 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 a meeting duly assembled, this ____ day of _____, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading:	August 24, 2021
Second Reading:	November 9, 2021
Public Hearing:	December 14, 2021
Third Reading:	December 14, 2021

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

GEORGETOWN COUNTY, SOUTH CAROLINA,

and

SANTEE ELECTRIC COOPERATIVE, INC.

Dated as of December 14, 2021

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated as of December 14, 2021, by and between GEORGETOWN COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and SANTEE ELECTRIC COOPERATIVE, INC., and its affiliates and subsidiaries, acting for themselves, one or more affiliates, and/or other project sponsors (collectively the “Company”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”): (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, the Company has committed to establish and/or expand certain commercial and related facilities at one or more locations in the County (the “Project”), and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, collectively, approximately \$12,000,000 or more in the Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

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

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on December 14, 2021 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance adopted contemporaneously herewith, has approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

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

ARTICLE I

DEFINITIONS

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

“Act” shall mean the Negotiated FILOT Act.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County in the negotiation and approval of the terms and provisions of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, and further including any expenses incurred by the County in defending challenges or suits to the incentives provided herein by third parties, but excluding suits brought by the Company under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County shall have furnished to the Company, or such other Co-Investor, as the case may be, a statement including a general explanation of such expenses incurred. In the event of any challenges to the incentives provided herein by third parties, the County and the Company agree to work in good faith to determine to defend such third party challenges.

“Affiliate” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter controls, is controlled by, or is under common control with the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter controlled or under common control by the Company or any other Sponsor or Sponsor Affiliate, or by any partner, shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate as described in Section 267(b) of the Internal Revenue Code.

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

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

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

“*Company*” shall mean Santee Electric Cooperative, Inc., and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2021, and, in such event, the Compliance Period will end on December 31, 2026.

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

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

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

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

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

“*Existing Property*” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of property which is not economic development property; provided, however, that

Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company and other Co-Investors, in the aggregate, invest at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (b); or, (d) modifications which constitute an expansion of real property or real property improvement portions of Existing Property. As used in the immediately preceding sentence, expansion shall include all modifications, alterations, additions, and improvements that are considered necessary, suitable, or useful by the Company.

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

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT payments to be made by the Company with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof.

“*Investment Period*” shall initially mean a period equal to the Compliance Period; provided, however, that the County will consider in good faith a request by the Company to extend the Investment Period.

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

“*Minimum Contractual Investment Requirement*” shall mean investment in Negotiated FILOT Property, within the period commencing on the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Compliance Period, by the Company and all Co-Investors, in the aggregate, of at least \$12,000,000 (without regard to depreciation or other diminution in value), as reported by the Company and any Co-Investors, if any, on their respective PT-300S form or comparable forms filed with the Department of Revenue.

“*Minimum Statutory Investment Requirement*” shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the

Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act.

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

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

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

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

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

“Project” shall mean: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all utility and broadband property and improvements including, but not limited to improvements or modifications to, or expansions of property already existing on the Land which have become obsolete or are being updated or improved by the Company, machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company for use on or about the Land; and, (iii) any Replacement Property, including property intended to replace property already existing on the Land which has become obsolete or is being updated or improved by the Company; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within a period commencing on January 1, 2021 and ending at the end of the Investment Period.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of the Company, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

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

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

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

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company has a fiscal year end of June 30, and the Company will notify the County of any changes in its respective fiscal year.

(b) The Company intends to operate the Project as facilities primarily to provide services to its members and customers.

(c) The agreements with the County with respect to the Negotiated FILOT, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

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

(e) The Company has retained legal counsel to advise, or has had a reasonable opportunity to consult legal counsel to advise, of its eligibility for the Negotiated FILOT and other incentives granted by this Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the Negotiated FILOT and other incentives granted by this Agreement.

ARTICLE III

COVENANTS OF THE COUNTY

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

Section 3.02. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company and each Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act, the terms of which shall be mutually agreeable to the County and the Company. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Act or this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT Payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in the Project.

(a) The Company hereby agrees to acquire, construct, equip, or improve, or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2024.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in Negotiated FILOT Property in the County at the Project by any and all other permitted Co-Investors shall together with investment in Negotiated FILOT Property in the County at the Project by the Company, count toward achievement of the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and all other permitted Co-Investors filed with respect to the Project, including without limitation, each such entity's assets listed on a SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

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

(d) The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

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

(ii) Subject to the provisions of **Section 5.01(f)(iii)** hereof, in any instance when the Company, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such

property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

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

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

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

Section 4.02. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the negotiation or implementation of this Agreement's terms and provisions, with respect to the

Company or any other Sponsor or Sponsor Affiliate, as the case may be, promptly upon written request therefor, but in no event later than thirty (30) days after receiving written notice from the County specifying the general nature of such expense and requesting the payment of the same. The County acknowledges that it does not anticipate any charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the Administration Expenses, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 4.03. Use of the Project for Lawful Activities. During the Term of this Agreement, the Company may use the Project as it deems fit for any lawful purpose.

Section 4.04. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company, an Affiliate, or a company with which the Company shares common management, as to which such consolidation, merger, or transfer, the County, to the extent allowed by law, hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.04**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.04**.

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

Section 4.05. Records and Reports. The Company and each Sponsor or Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply

with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, “Filings”); provided, however, that the parties hereto hereby waive in their entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

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

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

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

Notwithstanding any other provision of this Section, the Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Sponsor or Sponsor Affiliate believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law. Except to the extent required by law, unless the County has provided at least ten (10) days advance written notice to the Company or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Sponsor or Sponsor Affiliate in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Sponsor or Sponsor Affiliate.

Section 4.06. Savings Reinvestment. In the interest of expanding economic development opportunities to its members within the County, the Company shall create a special fund, which

the Company shall hold in trust for economic development-related expenditures within the County, in which the Company shall deposit all property-tax related savings realized as a result of this Agreement. The County and the Company may mutually agree on how to use the funds; provided, however, that notwithstanding such mutual agreement, the Company has the sole and absolute discretion to use these funds for economic development activities within the County as the Company sees fit. Funds may be used, for example, to purchase, build, and develop economic development assets in the County within the Company's service territory. Such investments shall be over and above the levels of investments the Company has customarily made in the County in the ordinary course of business.

ARTICLE V

FEES IN LIEU OF TAXES

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

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2024.

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

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the definition of "Investment Period" in **Section 1.01** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act,

which based on the property comprising the Land as of the original execution and delivery of this Agreement, is equal to the millage indicated on **Exhibit B** with respect to all Negotiated FILOT Property comprised of, or located on, such Land, and shall be fixed for the Term of this Agreement; and, (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment, but which shall be valued by the Department using ordinary obsolescence factors traditionally applied by the Department to the Company's property for property tax purposes, and the original income tax basis for any personal property less allowable depreciation and ordinary obsolescence factors traditionally applied by the Department to the Company's property for property tax purposes (except depreciation due to *extraordinary* obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree, only in a writing approved by the Council, at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five (5) year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

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

(v) Notwithstanding the formula set forth in **Section 5.01(b)(ii)** above, the aggregate of the *ad valorem* taxes paid by the Company on Existing Property and the Negotiated FILOT shall not be less than the threshold amount as initially set forth on Exhibit C hereto but reduced by 2% per year up to 20% in the aggregate (the "Threshold Amount"); provided, however, that the Threshold Amount shall be reduced by the amount of *ad valorem* taxes on Existing Property or the Negotiated FILOT due with respect to Negotiated

FILOT Property or Non-Qualify Property, as the case may be, that is damaged, destroyed, or is otherwise made non-operational as a result of a *force majeure* event, which shall mean an act of God, including but not limited flood, hurricane, tornado, fire, explosion, and earthquakes. The *force majeure* reduction, if any, will only be effective for the two property tax years following the *force majeure* event. If the County notifies the Company that the aggregate of *ad valorem* taxes paid by the Company on Existing Property and the Negotiated FILOT for a particular tax year do not meet the Threshold Amount (the amount by which the Threshold Amount exceeds the aggregate of *ad valorem* taxes paid by the Company on Existing Property and the Negotiated FILOT being a “Threshold Deficit,” and the notice being the “Threshold Deficit Notice”), and the books and records of the Company (such books and records being subject to audit by the County as set forth in **Section 4.05(a)**) reflect the Threshold Deficit asserted in the Threshold Deficit Notice, then the Threshold Deficit shall be due and payable from, or at the direction of, the Company as a Deficiency Payment as set forth in **Section 5.01(g)** hereof. Provided, the sum of the Company’s *ad valorem* taxes, Negotiated FILOT Payments, and Threshold Deficit for any particular year shall be capped at the amount of *ad valorem* taxes the Company would have paid in the absence of this Agreement.

(c) To the extent not prohibited by the Department of Revenue, Negotiated FILOT Payments are to be recalculated (subject, always to the continuing requirements of **Section 5.01(f)** hereof):

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

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

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

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT

Property from the Negotiated FILOT to *ad valorem* taxes as permitted by **Section 4.01(d)(iii)**.

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

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

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

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five (5) year exemption from *ad valorem* taxes, provided by

Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable from, or at the direction of, the Company or each other Sponsor or Sponsor Affiliate, as the case may be, with respect to Negotiated FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

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

(iii) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor, which qualifies as Negotiated FILOT Property, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid, or caused to be paid, by the Company or the Sponsor or Sponsor Affiliate, as the case may be, within sixty (60) days following receipt by the Company or such other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

The parties acknowledge that: (i) the calculation of the annual Negotiated FILOT Payment due hereunder is a function of the Department of Revenue and is wholly dependent on the parties hereto intended to receive benefits under this Agreement timely submitting the correct annual property tax returns to the Department of Revenue; (ii) the County has no responsibility for the submission of returns or the calculation of the annual Negotiated FILOT Payment; and, (iii) failure by any party to timely submit the correct annual property tax return could lead to loss of all or a portion of the Negotiated FILOT benefits and other incentives provided by this Agreement.

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

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or, (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, upon written approval of the County, which approval may take the form of a consent letter, a resolution or ordinance of the Council. Notwithstanding anything to the contrary in this **Section 6.01**, the County hereby preapproves and consents to the Company transferring all or any of its rights and interests

hereunder or with respect to all or any part of the Project to an Affiliate, or a company with which the Company shares common management.

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

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such other Sponsor or Sponsor Affiliate with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which, in each case, must agree to be bound by the terms of this Agreement and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

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

valorem taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (the "Defaulting Entity"):

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

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for sixty (60) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; or,

(c) if a Cessation of Operations occurs after the Compliance Period. For purposes of this Agreement, a "Cessation of Operations" means a publicly announced closure of the Project or a cessation in production at the Project that continues for a period of twelve (12) consecutive months.

Notwithstanding anything herein to the contrary, failure to meet any investment requirement, threshold, or level set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or any other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 5.01(f)** hereof.

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

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than thirty (30) days prior to the termination date specified therein;

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.05** hereof;

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the

contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company and any other Sponsor or Sponsor Affiliate, which consent may be provided by the Company or such other Sponsor or Sponsor Affiliate in their sole discretion.

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

(a) As to the County:

Georgetown County Administrator
Attn: Angela Christian
716 Prince Street
Georgetown, South Carolina 29440
Phone: (843) 545-3006

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

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

(c) As to the Company:

Santee Electric Cooperative, Inc.
Attn: Robert G. Ardis III, P.E., President and CEO
Ryan Cooper, CFO
P.O. Box 548
Kingstree, SC 29556

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

Nexsen Pruet, LLC
Attn: Burnet R. Maybank III
Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
P.O. Box 2426
Columbia, South Carolina 29202
Phone: (803) 253-8220

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

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

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

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

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

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

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

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

Section 9.12. Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified

Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel of the Company’s choice, which is acceptable to the County (the approval of which shall not be unreasonably withheld), and whose purported representation of the County in such matters would not present an unwaivable conflict of interest under the South Carolina Rules of Professional Conduct, the waiveability of which shall be determined by the County, in its reasonable discretion; provided, however, that the Company shall be entitled to manage and control the defense of, or respond to, any claim, action, prosecution, or proceeding, for itself and any Indemnified Party; provided the Company is not entitled to settle any matter without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate legal counsel for any reason, that Indemnified Party is responsible for its independent legal costs and expenses, in whole.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or, (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the 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 Agreement may be had against any member of the 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 Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 9.14. Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the County may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

[Signature Pages Follow]

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

GEORGETOWN COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

SANTEE ELECTRIC COOPERATIVE, INC.

Robert G. Ardis III
President and CEO

Ryan Cooper
Chief Financial Officer

[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

EXHIBIT A
LAND DESCRIPTION

PARCEL ID	PHYSICAL ADDRESS	DESCRIPTION
02-0210-095-00-00	308 Greentown Road, Georgetown, SC 29440	Georgetown Sub
		Old Carters Crossroad Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440	Georgetown Office
02-1006-015-02-00	5983 North Fraser Street, Georgetown, SC 29440	Greenfield Sub
01-1009-028-01-00	303 Kiawah Road, Georgetown, SC 29440	Pennyroyal Sub
01-0426-026-01-00	423 Saints Delight Road, Georgetown, SC 29440	Sampit Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
01-0437-001-02-00	770 Woodstock Street, Georgetown, SC 29440	3V Sub
02-0404-001-03-00	790 Dunbar Road, Georgetown, SC 29440	Dunbar Sub
03-0419-005-03-01	9247 Pleasant Hill Drive, Hemingway, SC 29554	Carters Crossroad Sub
03-0468-006-01-04	3986 Jackson Village Road, Georgetown, SC 29440	Plantersville Sub
02-1009-004-12-00	877 Browns Ferry Road, Georgetown, SC 29440	Pringle Ferry Sub
01-0442-026-03-00	7753 Saints Delight Road, Georgetown, SC 29440	Lambertown Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
01-1009-028-01-00	303 Kiawah Road, Georgetown, SC 29440	Pennyroyal Sub
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
02-0211-130-01-00	92 West Virginia Road, Georgetown, SC 29440(94 W. Vir)	Georgetown Office
01-0426-026-01-00	423 Saints Delight Road, Georgetown, SC 29440	New Sampit Sub

Santee Electric Cooperative, Inc. Easements or Rights-of-Way

All recorded and unrecorded easements, whether in gross or appurtenant, including but not limited to utility easements, party easements, private easements, prescriptive easements, easements by necessity, easements by condemnation, and contractual easements and rights-of-way located within Georgetown County upon, over or under which Santee Electric Cooperative, Inc. has located or intends to locate real property improvements or personal property, including, but not limited to all roadwork, water, sewer, drainage, power facilities, utility facilities and broadband infrastructure, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and the utility property, broadband property, machinery and equipment and other personal property, and any additions or improvements to any of the foregoing, whether paid for by the Company directly, through lease payments, or acquired by contract.

EXHIBIT B
APPLICABLE MILLAGE RATES

The millage rate to be applied in accordance with Section 5.01(b)(ii) of this Resolution shall be the millage rate in effect on June 30, 2020 for all taxing entities at each Project site, which the Parties hereto believe to be as follows for each parcel of real property, and all business personal property located thereon in the following County tax district:

- | | |
|-------------------------------------|---------------|
| • Georgetown County Tax District 01 | 244.200 Mills |
| • Georgetown County Tax District 02 | 244.200 Mills |
| • Georgetown County Tax District 03 | 244.200 Mills |
| • Georgetown County Tax District 04 | 225.900 Mills |

If the Company places property in service during the Investment Period in incorporated areas of Georgetown County, there shall be applied an additional millage rate to such real and business personal property equal to that incorporated area's millage rate in effect on June 30, 2020.

EXHIBIT C

THRESHOLD AMOUNT

\$1,213502.97

Item Number: 10.b
Meeting Date: 12/14/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-36 - An Ordinance to declare as surplus a tract of property Identified as TMS #05-0019-121-00-00, and TMS #05-0019-113-00-00, owned by Georgetown County, and located at 325 Dozier Street in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32.

CURRENT STATUS:

Pending.

POINTS TO CONSIDER:

Georgetown County owns certain real estate located near the intersection of Highmarket and Duke Streets, in the City of Georgetown, designated as TMS No. 05-0019-121-00-00 and TMS #05-0019-113-00-00.

Georgetown County Council has determined that it is desirable to declare the property as surplus, offer said property for sale in the manner prescribed in Ordinance No. 20-32.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Ordinance No. 21-36.
2. Do not adopt Ordinance No. 21-36.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 21-36.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
□ Ordinance No. 21-36 Surplus Property	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: 21-36

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS A TRACT OF PROPERTY, OWNED BY GEORGETOWN COUNTY, LOCATED AT THE INTERSECTION OF HIGHMARKET STREETS AND DOZIER STREETS IN THE CITY OF GEORGETOWN, AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED IN ORDINANCE 20-32.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located at 325 Dozier Street, within the City of Georgetown, South Carolina, totaling approximately one (1) acre and designated as TMS #05-0019-121-00-00 and TMS #05-0019-113-00-00; and

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

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

WHEREAS, a public hearing discussing the matter was held on _____, 2020.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, IDENTIFIED AS TMS #05-0019-121-00-00 (EXHIBIT A), AND TMS #05-0019-113-00-00 (EXHIBIT B), AS SURPLUS PROPERTY AND AUTHORIZES THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH ORDINANCE 20-32.

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

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

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

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

Louis R. Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

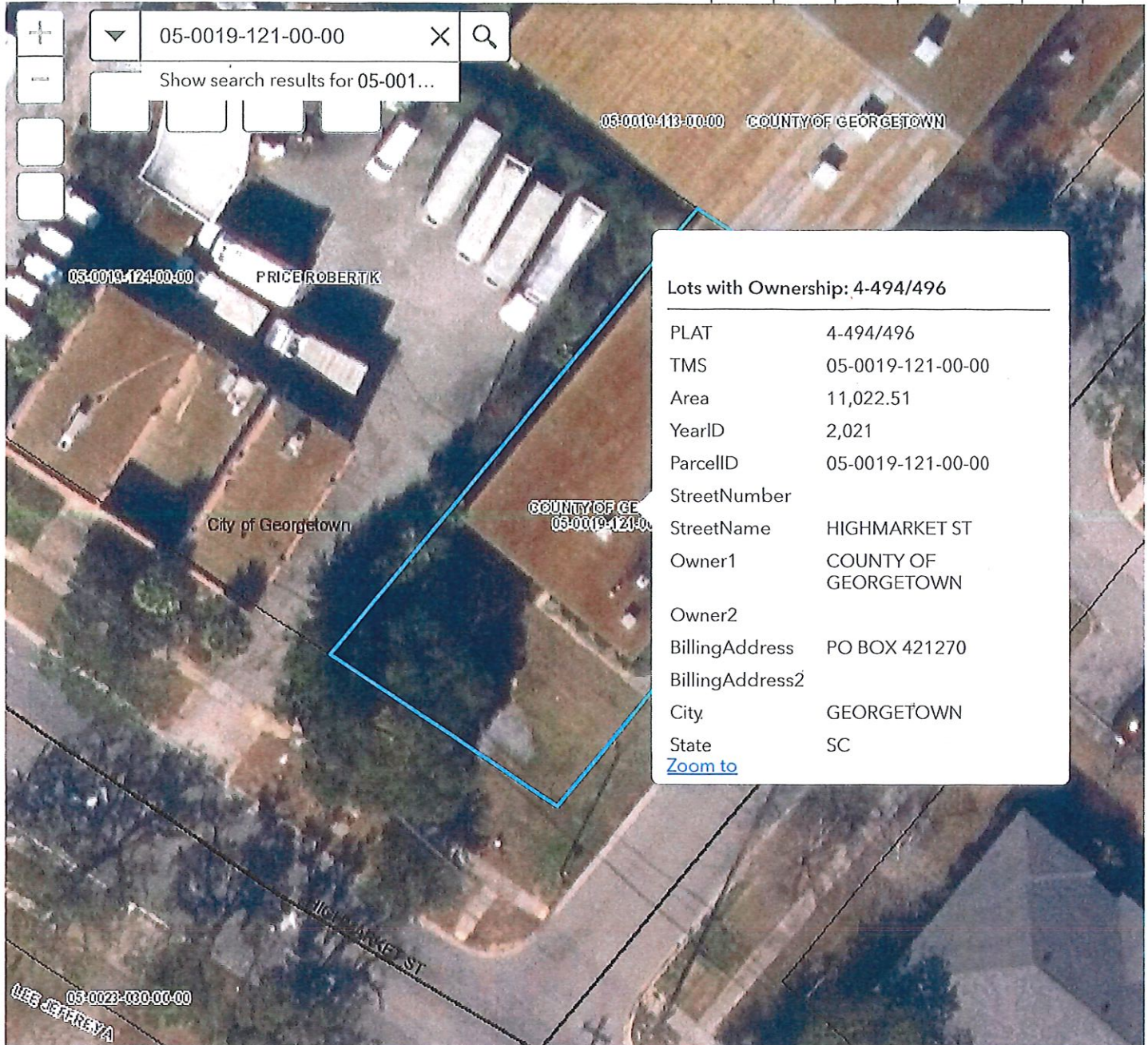
This Ordinance, No. #21-36, has been reviewed by me and is hereby approved as to form and legality.

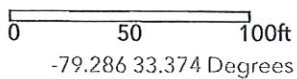
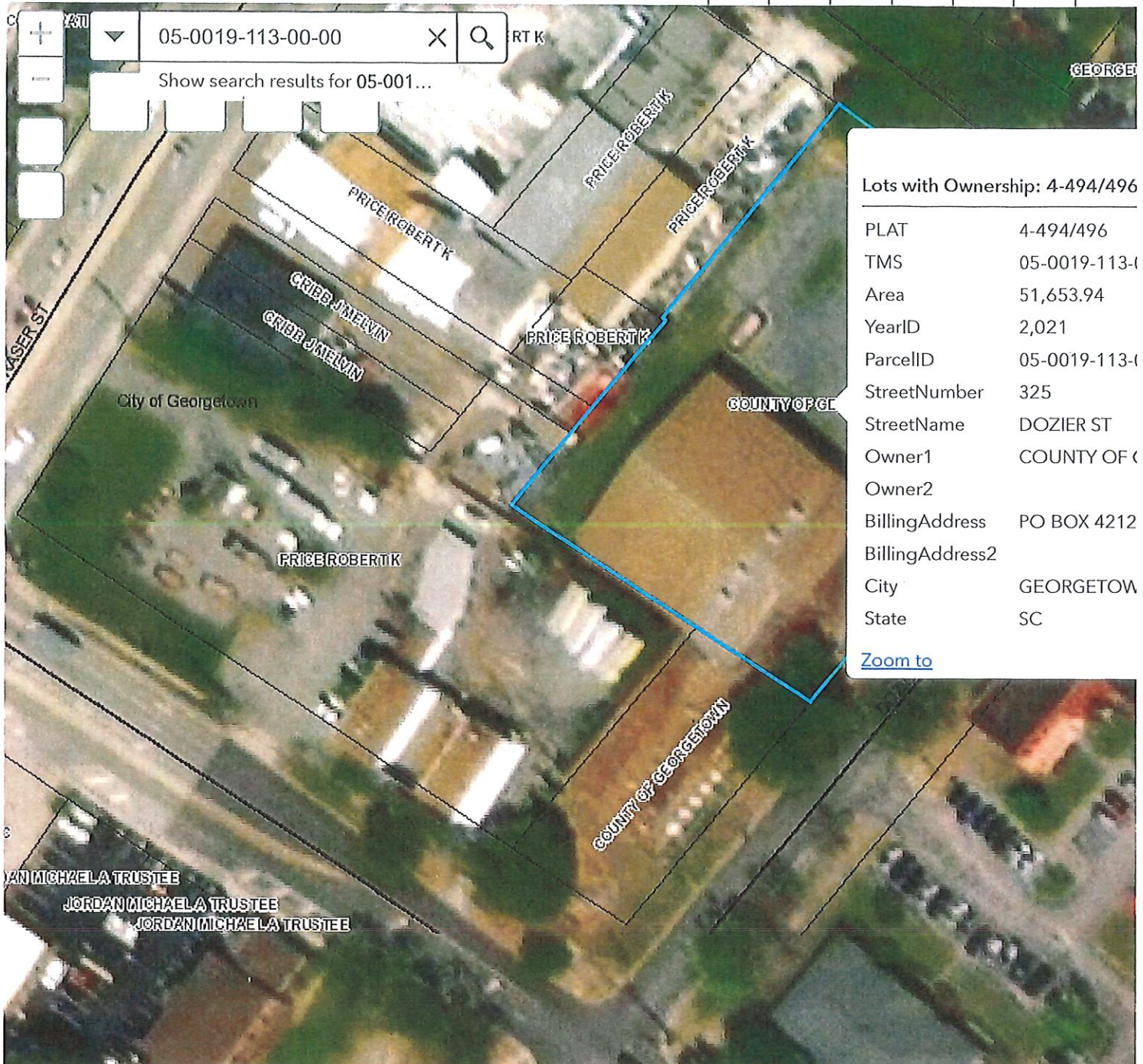
John D. Watson
Georgetown County Attorney

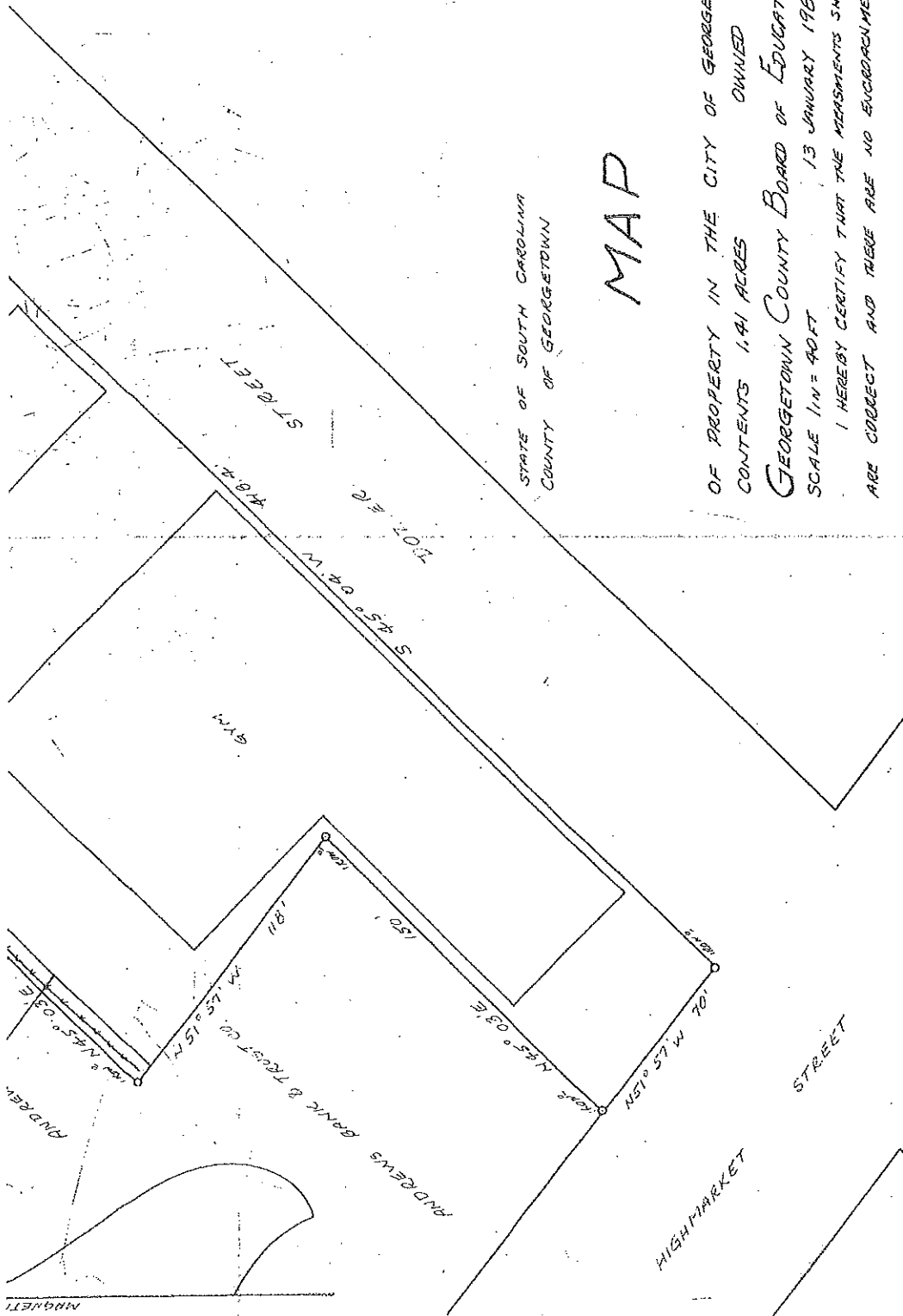
First Reading: October 26, 2021

Second Reading:

Third Reading:







STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

MAP

OF PROPERTY IN THE CITY OF GEORGETOWN
CONTENTS 1.41 ACRES OWNED BY

GEORGETOWN COUNTY BOARD OF EDUCATION

SCALE 1" = 40 FT

13 JANUARY 1981

I HEREBY CERTIFY THAT THE MEASUREMENTS SHOWN
ARE CORRECT AND THERE ARE NO ENCROACHMENTS



Samuel M. Harper

NOTE: FENCE LOCATED 20 FEET FROM THE

10079
1-5736

Item Number: 10.c
Meeting Date: 12/14/2021
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDERCONSIDERATION:

Ordinance No. 21-38 - An Ordinance to Amend the FY2021/2022 Operating Budget of Georgetown County

CURRENT STATUS:

Ordinance No. 21-38 is pending approval.

POINTS TO CONSIDER:

Ordinance No. 21-38 This amendment revises the FY 2021/2022 budget for items to be individually described in the proposed ordinance by appropriating additional funds from available fund balance. Those expenditures for which supplemental appropriations are required, and which Council has previously reviewed and approved, will be noted as applicable.

FINANCIAL IMPACT:

As disclosed in the ordinance.

OPTIONS:

1. Approve Ordinance 21-38 to amend the FY 2021/2022 Budget Ordinance.
2. Reject Ordinance No. 21-38.

STAFF RECOMMENDATIONS:

Approve Ordinance No. 21-38.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
□ Ordinance No. 21-38 Budget Amendment	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 21-38

**AN ORDINANCE TO AMEND THE 2021/2022 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: Appropriations in the General Fund are increased by \$21,141 to provide funding for a 2021 Kubota Tractor for Parks & Recreation to replace the one that was stolen. Funding will come from General Fund, fund balance. This procurement was approved by County Council at the October 12, 2021, Council meeting.
- Section 2: Appropriations in the General Fund are increased by \$60,000 to provide for the purchase of a morgue cooler and the construction and/or renovations of a building to house the morgue. Funding will come from fund balance of the General Fund.
- Section 3: Appropriations in the Stormwater Fund are increased by \$34,100 to provide for the Garden City Drainage Project. Funding will come from fund balance of the Stormwater Fund.
- Section 4: Appropriations in the Capital Equipment Replacement Plan Fund (CERP) are increased by \$335,342 to provide for the equipment and up fitting of 9 patrol vehicles schedule to be purchased in the prior fiscal year but have not been delivered. Funding will come from fund balance in the Capital Equipment Replacement Plan Fund.
- Section 5: This Ordinance No. 21-38 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2021

Louis R. Morant, Chairman
Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd, Clerk to Council

(Seal)

This Ordinance No. 21-38, has been reviewed by me and is hereby approved as to form and legality.

John D. Watson
Georgetown County Attorney

(Seal)

First Reading: October 26, 2021

Second Reading: November 9, 2021

Third Reading:

Item Number: 11.a
Meeting Date: 12/14/2021
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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

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

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

CURRENT STATUS:

The parcels are currently designated as commercial.

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 21-39 FLU	Ordinance
<input type="checkbox"/> FLU Map	Backup Material
<input type="checkbox"/> Resolution Letter	Resolution Letter

STATE OF SOUTH CAROLINA)
)
GEORGETOWN COUNTY)

ORDINANCE NO: 21-39

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

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

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

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

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

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 21-39, has been reviewed by me and is hereby approved as to form and legality.

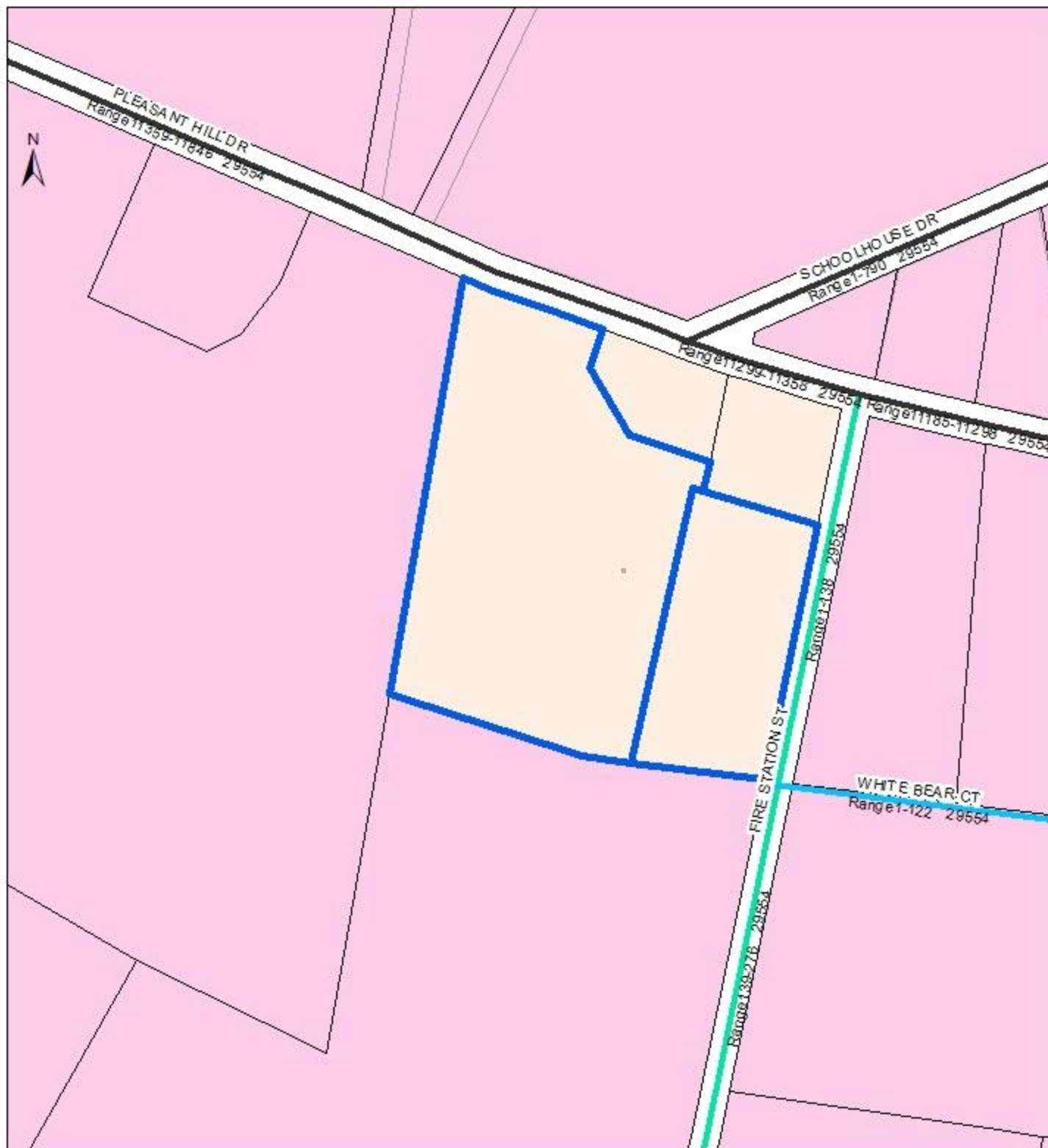
John D. Watson
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

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



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 80 160 320 480 640 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

RESOLUTION

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

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

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

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

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 11.b

Meeting Date: 12/14/2021

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

1. The owner proposes to downzone the property from GC to FA in order to utilize the property for farm services. The two parcels meet the minimum lot area requirement for the FA zoning district which is one acre.
2. Surrounding tracts to the north are zoned General Commercial. Tracts to the east, west and south are Forest Agriculture. Surrounding uses are residential and commercial. A Georgetown County fire substation is located adjacent to both tracts at the intersection of Fire Station Street and Pleasant Hill Drive. In addition, Georgetown County Farm Bureau is located north of both properties along Pleasant Hill Drive.
3. Buffers are not required against existing commercial and proposed residential. Other surrounding residential tracts are vacant; therefore, a buffer will not be required adjacent to these parcels.
4. The FLU map designates these two properties along with the two properties to the north as commercial. Properties to the west, east and south as designated as low density residential. Forest Agriculture fits under the low-density designation; therefore, a change to the FLU map will be necessary.
5. Staff does not consider this as spot zoning as property to the west, east and south are zoned Forest Agriculture. this would be considered a down zoning in terms of density designation on the Future Land Use map. The surrounding area currently contains commercial/public uses, residential and vacant farmland. Staff feels a zoning designation of Forest Agriculture would be in keeping with the adjacent uses. If the property is recommended for a change in zoning, the FLU map will also need to be changed to reflect the proper designation of low density.
6. The Planning Commission held a public hearing at their October 21st meeting. No one but the applicant came forward to speak. The PC recommended approval of the rezoning request with a vote of 7-0.

FINANCIAL IMPACT:

Not Applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 21-40 Rezoning 2 parcels in Pleasant Hill	Ordinance
<input type="checkbox"/> Application and Attachments	Backup Material
<input type="checkbox"/> Location Map	Backup Material
<input type="checkbox"/> Zoning Map	Backup Material
<input type="checkbox"/> Zoning2 Map	Backup Material
<input type="checkbox"/> FLU Map	Backup Material
<input type="checkbox"/> Aerial Map	Backup Material
<input type="checkbox"/> Plat1	Backup Material
<input type="checkbox"/> Plat2	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 21-40

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

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

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

Louis R. Morant
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

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

John D. Watson
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

REZ-9-21-28937



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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

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

The following information must be provided for either request:

Property Information that you are requesting the change to:

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

Property Owner of Record:

Name: Zachary P Smith + Brittany O Smith

Address: 92 Fire Station Str.

City/ State/ Zip Code: Hemingway SC 29554

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

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

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

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

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Information:

Name: Zachary P. Smith

Address: 92 Fire Station Str. Hemingway SC 29554

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

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

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

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

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

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

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

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



NOTICE OF PUBLIC HEARING

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

The Planning Commission will be reviewing this request on **Thursday, October 21, 2021 at 5:30 p.m. in the Howard Auditorium at 1610 Hawkins Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Map of Pleasant Hill, CA, showing the proposed route for the Pleasant Hill Bypass. The map includes Pleasant Hill Dr, Schoolhouse Dr, Fire Station St, and White Bear Ct. The proposed route is highlighted in blue and green. A north arrow is in the top left corner.

Streets

MaintainedBy

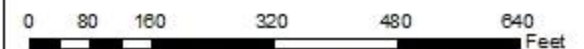
— State

☐ Lot Lines

—+—+— Railroads

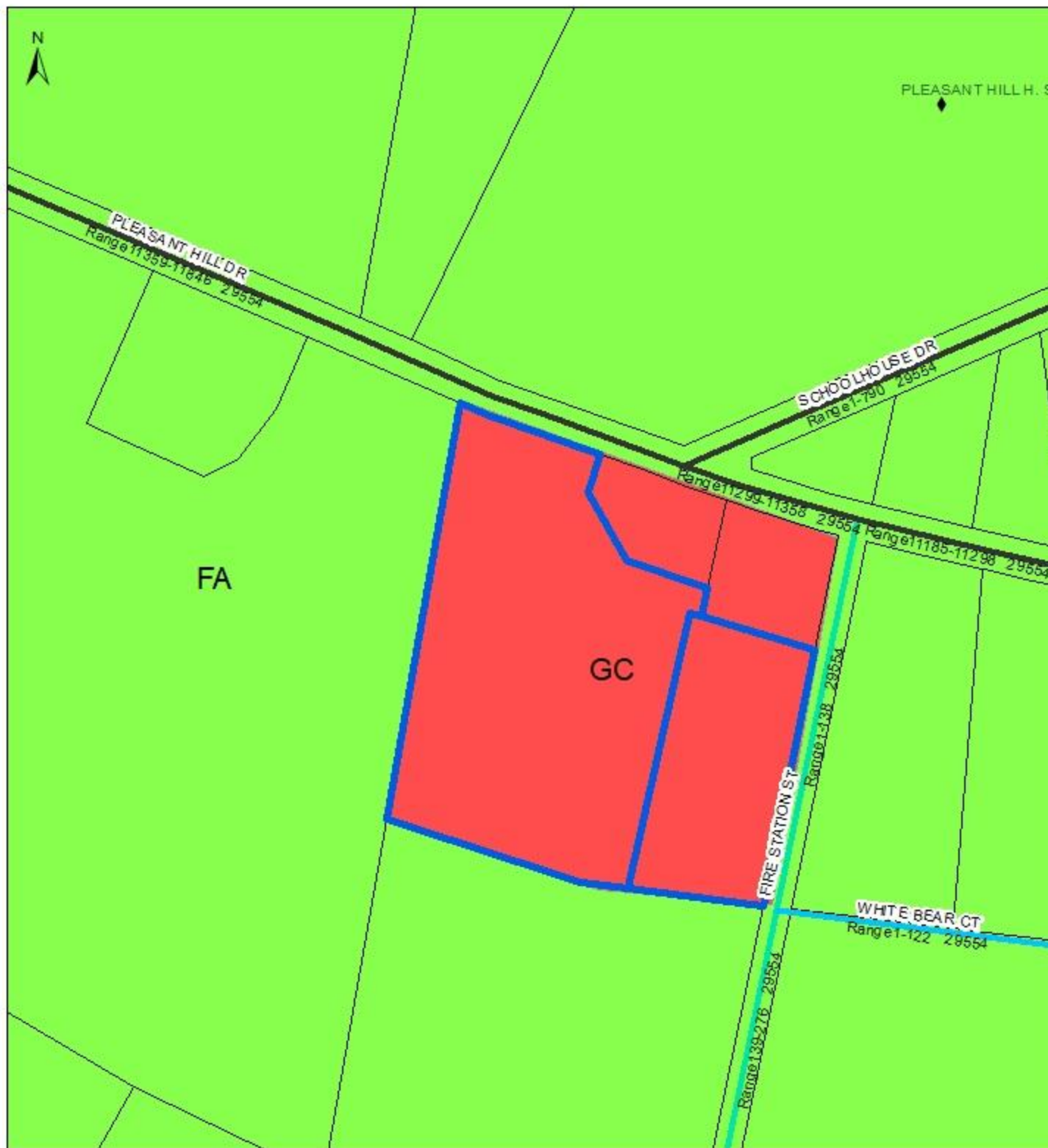
♦ Landmarks

Municipalities



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



Legend

streets

all other values

Maintained By

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/N

GC

GR

GRN

HI

LI

MHP

MR 10

NC

OC

PA

PQ

R1

R1/GAC

R10

R1AC

R2

R2/4AC

RS

RS

RC

RG

RRL

RS

RVC

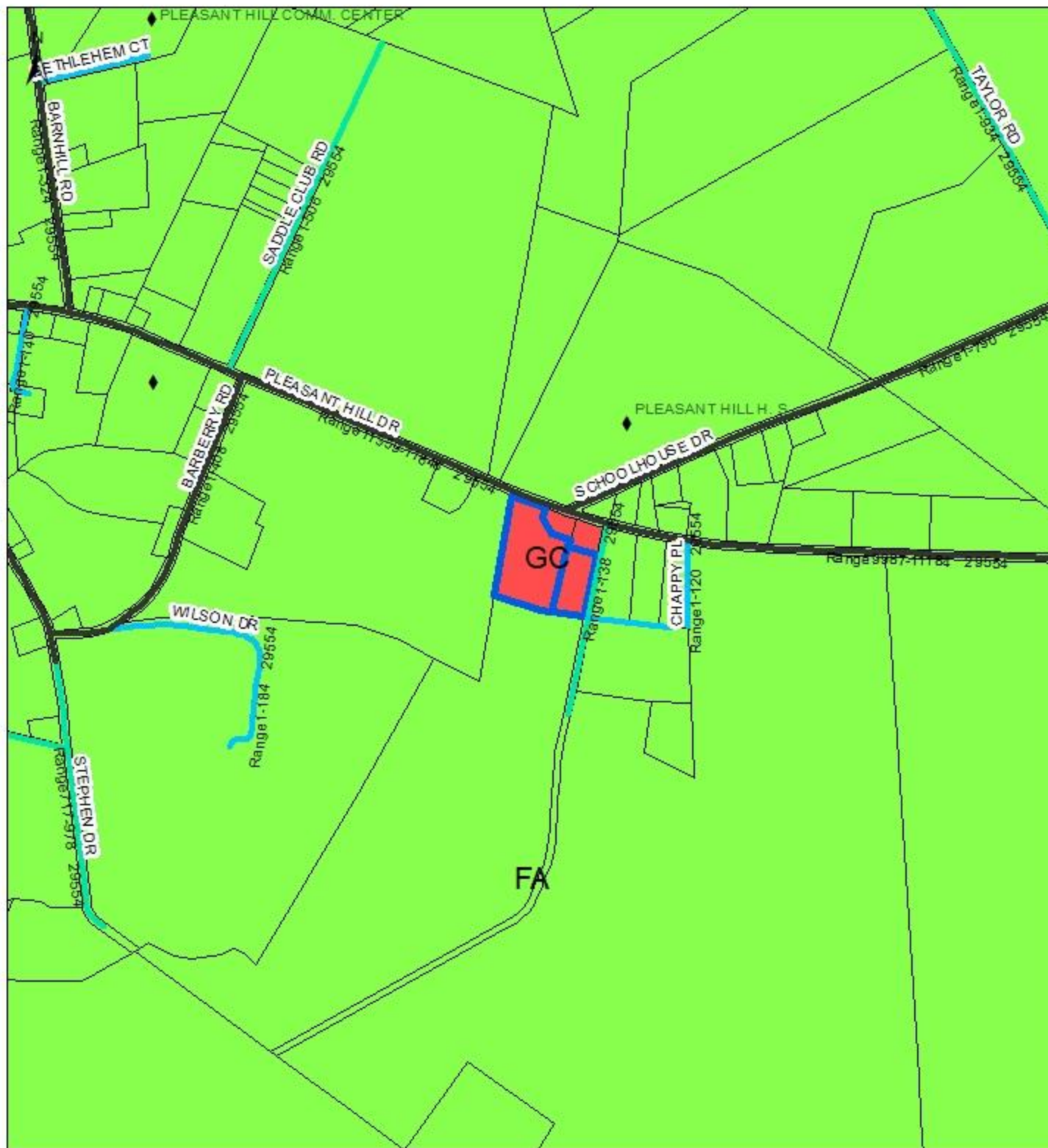
VR 10

Municipalities

0 80 160 320 480 640 Feet

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



Legend

Streets

— All other values

Maintained By

County

Private

State

Zachary P. Smith

Lot Lines

Landmarks

Zoning

DISTRICT

QTY OF GEORGETOWN

CP

FA

FA/C

FAIR

GC

GR

GRR

HE

LI

MHP

MR10

NC

OC

PA

PQ

R1

R1/2AC

R10

RTAC

R2

R2/4AC

RS

RB

RC

RG

RH

RS

RVC

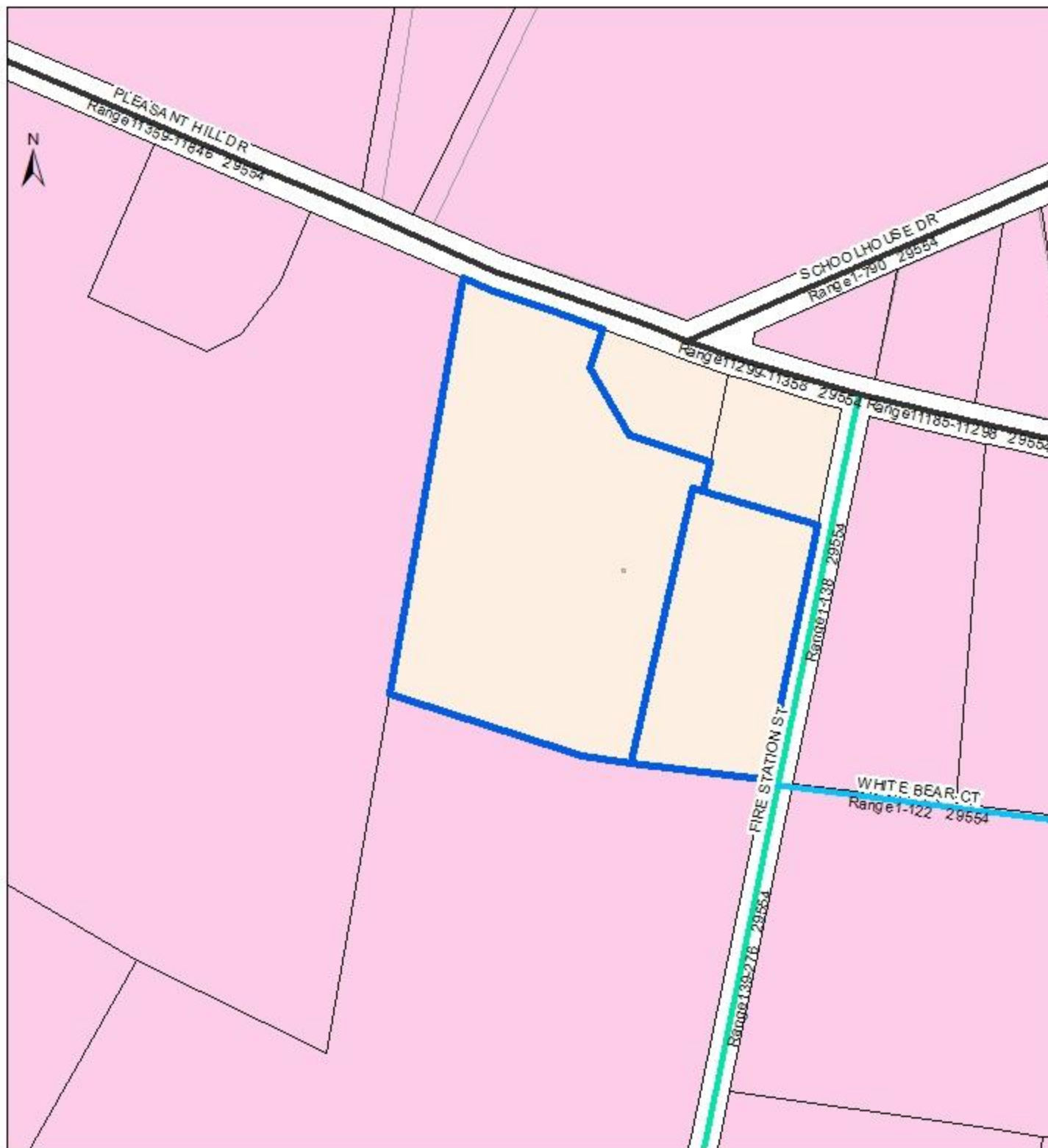
VR10

Municipalities

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

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



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 80 160 320 480 640 Feet

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Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Zachary P. Smith

— Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

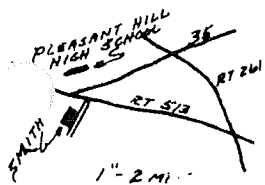
— Municipalities

0 80 160 320 480 640 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

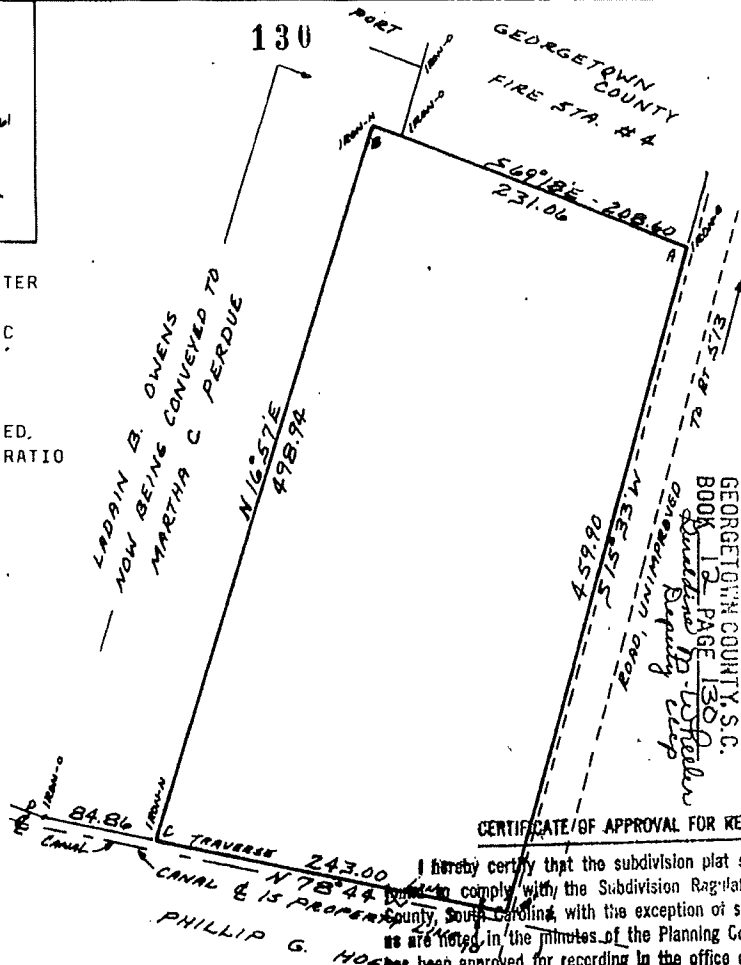


VICINITY MAP



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

MAP IS COMPILED.
NO PRECISION RATIO
COMPUTED.



90 DEC 18 AM 9:24

FILED
BETTY L. WILLIAMS
CCCP & GS

CERTIFICATE OF APPROVAL FOR RECORDING

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

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

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

MAP

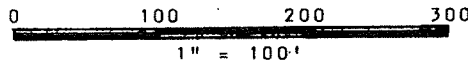
OF

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

PAUL M. SMITH, SR.

&
NELLIE J. SMITH

JANUARY 10, 1990



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

2.66 ACRES INCLUDES 10' STRIP AT CANAL.

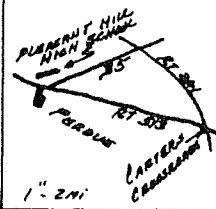
Travis L. Carter



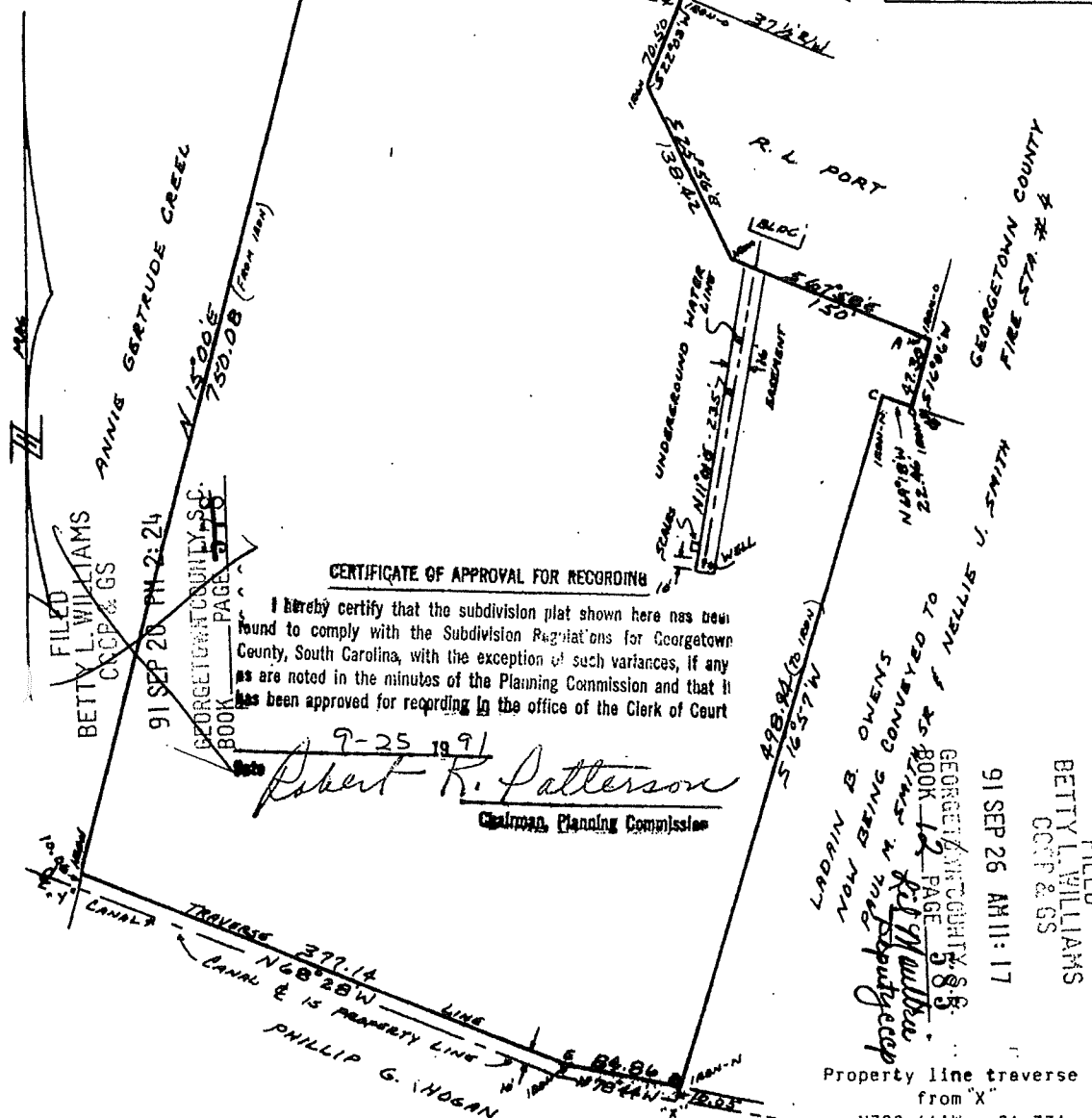
TRAVIS L. CARTER
RT 2 BOX 125
HEMINGWAY, S.C.
29554
S #5292

MAP IS COMPILED.
NO PRECISION RATIO
COMPUTED.

VICINITY MAP



585



CERTIFICATE OF APPROVAL FOR RECORDING

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

9-25-91

Robert R. Patterson
Chairman, Planning Commission

STATE OF SOUTH CAROLINA

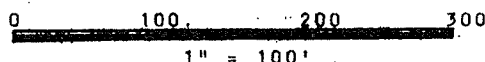
COUNTY OF GEORGETOWN

MAP

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

MARTHA C. PERDUE

JANUARY 10, 1990



TRAVERSE "ABCDE" SURVEYED JANUARY 10, 1990. ALL OTHER DATA COPIED FROM THE FOLLOWING:
1) MAP OF 10.83 AC. BY TRAVIS L. CARTER FOR LADAIN B. OWENS, DATED NOVEMBER 27, 1985.
2) MAP OF 0.79 AC. BY TRAVIS L. CARTER FOR R. L. PORT, DATED NOVEMBER 17, 1988.

7.34 ACRES INCLUDES 10 STRIP AT CANAL

Travis L. Carter

Item Number: 12.a
Meeting Date: 12/14/2021
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

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

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW:

Item Number: 12.b
Meeting Date: 12/14/2021
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW:

Item Number: 15.a
Meeting Date: 12/14/2021
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Presentation of awards to winners of Georgetown County's 2021 holiday card art contest.

CURRENT STATUS:

First-place, second-place and third-place winners have been selected, along with an Honorable Mention. The first-place artwork will be used on the front of the county's official 2021 holiday card, which will go out to county employees and others throughout the county.

POINTS TO CONSIDER:

Georgetown County received 450 entries from students across the county in this year's holiday card art contest. Students in K-12 are invited to participate in the contest annually.

A panel of staff member judges selected 1st-place, 2nd-place and 3rd-place winners, along with an Honorable Mention. The decision was very difficult as there were so many wonderful entries from talented young artists.

Winners of the 2021 contest are as follows:

- 1st Place: Makayla Javoroski, a 9th-grader at Waccamaw High. Age 14, Art Teacher is Jessica Smith.
- 2nd Place : Gracy Potwin, a 12-grader at Waccamaw High School. Age 17. Art Teacher is Mr. Peterman.
- 3rd Place: Ellisynd Byrdic, a 6th-grader at Rosemary Middle School. Age 11. Art Teacher is Diane Bucci.
- Honorable Mention: Kennedi Collins, a 12th-grader at Carvers Bay High School. Age 17. Art Teacher is Lynn Vogel.

Council Chairman Louis Morant and Austin Beard of Anderson Brothers Bank will make a presentation to the winning students. Prizes for the students are sponsored by Anderson Brothers Bank.

FINANCIAL IMPACT:

N/A

OPTIONS:

N/A

STAFF RECOMMENDATIONS:

No action is required by Council.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	First place winner	Backup Material
<input type="checkbox"/>	2nd Place Winner	Backup Material
<input type="checkbox"/>	3rd Place Winner	Backup Material
<input type="checkbox"/>	Honorable Mention	Backup Material



Happy Holidays



Happy
Holidays





MERRY
CHRISTMAS



Item Number: 15.b
Meeting Date: 12/14/2021
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 Bibleway Community Learning Center. Brittney Grayson, Director, will present.

POINTS TO CONSIDER:

Bibleway Community Learning Center is dedicated to providing high quality childcare services to infants and young children through a nurturing and caring environment that honors the unique value of each child as a gift from God.

FINANCIAL IMPACT:

N/A

OPTIONS:

This item is presented for information only.

STAFF RECOMMENDATIONS:

This item is presented for information only.

ATTORNEY REVIEW:

No

Item Number: 15.c
Meeting Date: 12/14/2021
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDERCONSIDERATION:

Approval of Accommodations Tax Advisory Committee award recommendations of "65%" State Accommodations Tax funds for 2022.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The Accommodations Tax Committee met on November 4, 2021, to hear presentations of applicants for award of "65%" Tourism-related funds.

The Accommodations Tax Committee met again on November 18, 2021, to consider all applications and determine award recommendations for submittal to County Council. Recommendations of the Committee regarding funding of the requests are detailed in the attached schedule.

At the time of the recommendation meeting, the actual Accommodations Tax available was unknown. The Committee based their recommendations on the current received to date plus an estimate from prior years fourth quarter. The Committee has recommended a total of \$1,203,108 leaving a balance of \$85,605.

FINANCIAL IMPACT:

OPTIONS:

- 1) Approve the recommendation of the Accommodations Tax Advisory Committee, or
- 2) Reject the recommendation of the Accommodations Tax Advisory Committee

STAFF RECOMMENDATIONS:

The Accommodations Tax Advisory Committee recommends award of Accommodations Tax as submitted.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
📎 2021 ATAX Recommendation	Cover Memo

	Name of Applicant Organization	Event or Project Name	Total estimated costs of the proposed Event or Project	Accommodations Tax Funds Requested	Recommended	Award	Advance Requested?
1	Georgetown County Sheriff	Georgetown County Sheriff's Office Beach Patrol	261,397	261,397	188,578		No
2	Georgetown County Environmental Services	Roadside Clean-Up Project -- Withdrawn	26,000	20,000	-		No
3	Georgetown County Parks & Recreation	Garden City/Pawleys Island Beach & Bike Path Cleanup	81,869	81,869	81,869		No
4	Midway Fire Rescue	2022 Midway Fire Rescue Beach Patrol and Water Rescue Project	11,400	11,400	9,600		No
5	The Village Group	Tour de Plantersville & Cultural Festival	28,821	3,000	3,000		No
6	Litchfield Beautification Foundation	Litchfield Beautification Foundation - LBF Corridor Maintenance	132,100	30,500	21,350		Yes
7	Murrells Inlet 2020, Inc.	"Welcome to Georgetown County" Highway 17 Bypass Corridor Maintenance & Beautification	36,000	36,000	25,200		Yes
8	Pawleys Island Highway Beautification Program	Landscape Beautification for the Highway 17 medians on the Waccamaw Neck	43,018	30,000	21,000		Yes
9	Litchfield Beaches Property Owners Association	Beach Support Project	73,350	73,350	73,350		No
10	Garden City Beach Community Association	Highway Median Maintenance	27,000	27,000	27,000		Yes
11	Garden City Beach Community Association	Street lighting	7,000	7,000	7,000		Yes
12	Habor Historical Association	South Carolina Maritime Museum First Level Floor Renovation	54,000	54,000	10,000		No
13	Georgetown Business Association	Music in the Park and More	67,000	45,000	30,000		Yes
14	Georgetown Business Association	Full Time Downtown Tourism and Development Director Position, Marketing and Special Events	123,500	55,000	-		Yes
15	Prince George Episcopal Church of the Parish of Prince George Winyah	Historic Preservation: Prince Fredrick Church	28,480	23,000	10,000		No
16	Georgetown County Chamber of Commerce	Georgetown County Destination Marketing Fiscal Year 2022-2023	1,308,945	699,401	630,111		Yes
17	Tourism Management Commission / Georgetown County Chamber of Commerce	Hammock Coast Destination Strategic Plan	82,900	71,500	50,050		Yes
18	Historic Georgetown Bridge2Bridge Run Committee	Historic Georgetown Bridge2Bridge Run	62,050	15,000	15,000		Yes
19	Georgetown County	Murrells Inlet	250,000	250,000	-		Yes

Total ATAX Requests

1,794,417

1,203,108

Funding Available (Final figure not available at recommendation meeting. Estimate based on amount received for FY21 Qtr 1)

1,203,108

1,288,713

-

Item Number: 15.d
Meeting Date: 12/14/2021
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Request for Approval of Broadband Grant Agreement between Horry Telephone Cooperative (HTC) and Georgetown County for the provision of broadband services in the Rose Hill Community.

CURRENT STATUS:

Pending approval from County Council.

POINTS TO CONSIDER:

The proposed grant program is a collaboration between Georgetown County and Horry Telephone Cooperative, Inc. created to provide funding for high-speed broadband projects to support economic development and enhance quality of life in Georgetown County.

FINANCIAL IMPACT:

The project will cost a total of \$800,000 and will serve approximately 130 locations.

OPTIONS:

1. Approval of Broadband Grant Agreement with Horry Telephone Cooperative, Inc.
2. Do not approve proposed agreement with Horry Telephone Cooperative, Inc.

STAFF RECOMMENDATIONS:

Recommendation for approval of Broadband Grant Agreement with Horry Telephone Cooperative, Inc. for the provision of broadband services in the Rose Hill Community.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▢ HTC Broadband Grant Agreement	Backup Material



MEMORANDUM

December 02, 2021

TO: Angela Christian, County Administrator
FROM: Jay Watson *spw*
RE: HTC Broadband Grant

Attached is a copy of the HTC Broadband Grant documents with attached map and previously noted revisions incorporated. Please let me know if you need anything further. I will also send a copy by email attachment.

Thank you.

Georgetown County
Office of the County Attorney
716 Prince Street
Georgetown, South Carolina 29440
Telephone (843) 545-3194
Fax (843) 545-3126



Broadband Grant Agreement

This Grant Agreement ("Agreement") is effective as of the date of the signature below ("Effective Date"), by and between Georgetown County (the "County") and Horry Telephone Cooperative ("HTC"), a corporation organized under the laws of the state of South Carolina ("Grantee") (individually, a "Party" and collectively, the "Parties".)

- A. WHEREAS, the County and HTC have entered into an agreement where the County has allocated \$300,000 of their respective American Rescue Plan Act ("ARPA") funds for the purpose of providing funding for high-speed broadband projects to support economic development and enhance quality of life in Georgetown County.
- B. WHEREAS, Grantee agrees to be responsible for and to fund no less than sixty-three percent (63%) of the total Project Cost using non-public funds.

In consideration of the foregoing, the promises and mutual covenants and agreement contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Project Description

This grant program is a collaboration between Georgetown County and HTC and is created to provide funding for high-speed broadband projects to support economic development and enhance quality of life in Georgetown County. The project will cost a total of \$800,000 and will serve approximately 130 locations. The Parties agree and shall perform as follows:

- A. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project. The Project and the Project Area and Project Area are more particularly described and noted in pink and denominated as "Proposed Rose Hill Area" on Exhibit "A" attached hereto and incorporated herein by reference. The Grant funds authorized and approved by this Agreement shall not be disbursed by the County until the Project is complete and Grantee has satisfied all other terms and conditions of this Agreement.
- B. The Project shall be subject to and performed in accordance with this Agreement and all applicable local, state, and federal laws, rules, regulations, and requirements. Without limiting the foregoing, the responsibilities of the Grantee shall include, but are not limited to the following:

- a. If the Project includes engineering, planning, or design activities, Grantee shall make or obtain all plans and documents (collectively, the Plans).
- b. Installing and delivering broadband infrastructure and service in the approved areas designated in Exhibit "A" as the "Project Area" to all existing homes and businesses located in the Project Area that submit a service request order and agree to the Grantee's standard service delivery terms and conditions.
- c. Ensuring broadband infrastructure and associated equipment is designed to deliver broadband in the approved Project Area that meets or exceeds standards defined as 300/300 Mbps download/upload speeds for wireline service.
- d. Ensuring broadband infrastructure is completed and operable in accordance with Project Completion requirements of this Agreement and the final approved Plans.
- e. Supplying, handling, and installing all materials, supplies, and equipment.
- f. Providing construction and installation of all necessary broadband infrastructure and equipment for the Projects. Operation and maintenance of the system is the sole responsibility of the Grantee.
- g. The Project shall be completed no later than December 31, 2022 ("Project Deadline"). If the Project is not completed by the Project Deadline, Grantee shall not be entitled to receive funds from the Program, and the County shall have no further obligation to fund the Grantee nor the Project.
- h. Being responsible for and to fund no less than sixty-seven percent (67%) of the cost of the Project.
- i. Researching and complying with all local, state, or federal laws, codes, and regulations relative to the Project.
- j. Researching and complying with all requirements of any local, state, or federal agency or jurisdiction that regulates or governs the Project, including, but not limited to, acquiring all necessary permits, licenses, approvals, and agreements.
- k. Setting up, identifying, coordinating, providing safe access for, and obtaining all inspections for Grantee's work related to the Project, as required by any authorized agency or applicable code.
- l. Obtaining all certifications, licenses, permits, and approval necessary to operate the Project, and otherwise satisfying all requirements necessary to operate the Project.
- m. Providing reliable service that delivers broadband that meets or exceeds standards as defined as 300/300 Mbps download/upload speeds for wireline service.

II. GRANT

- A. Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the County awards Grantee with Program funds in an amount equal to Three hundred thousand Dollars (\$300,000) of the Eligible Expenses related to the Project described in Exhibit "A" (the "Grant"). The term "Eligible Expenses" shall have the meaning defined in Exhibit "B" to this Agreement.
 - a. Grantee agrees to use the Grant for Eligible Expenses related to the Project described in Exhibit "A" and only in the approved Project Area.

- b. Grant funds authorized by the County under this Agreement shall not be used for or to reimburse any operating expenses, including, but not limited to: leases of any kind, the provision of customer devices (handsets, laptops, tablets, etc.), bandwidth or spectrum expenses, salaries, or overhead not directly related to the construction of the Project. Grant funds also may not be used for or to reimburse expenses related to the purchase or construction of towers, tower upgrades, or the acquisition of facilities or companies. Acquisition of land or buildings will be prohibited with Grant funds unless such cost is specific to land or buildings required to contain network and cable infrastructure directly related to satisfy the Grantee's obligation under the Grant. Grant funds also may not be used to purchase construction equipment or tools that are depreciable and have a useful life after project completion.

B. Authorized Use of Grant Funds.

- a. Grant Funds may only be used for the purposes authorized herein and allowed by this Agreement, for payment to Grantee for Eligible Expenses upon completion of the Project, or for such other purposes described under "Eligible Grant Purposes" under Exhibit "B" which is incorporated herein by reference.
- b. All costs incurred by Grantee before the Effective Date and before issuance of the Notice to Proceed are incurred voluntarily, at Grantee's risk, and upon its own credit and expense, and Grantee's ability to receive the Grant funds shall be governed by the provisions of this Agreement.

C. Matching Funds Requirements. Grantee is required to contribute a match towards the Project that is a sixty-seven percent (67%) of the total Project cost.

D. Disbursement of the Grant. The County will disburse Grant funds to Grantee under the following terms and conditions:

- a. Upon completion of the Project, Grantee shall submit an "Application for Disbursement". The Application for Disbursement, along with a summary of expenses (see subsection b below) and an invoice on company letterhead, shall be submitted directly to the County. By submitting an Application for Disbursement, Grantee certifies or affirms that it has completed the necessary work, that the Eligible Expenses related to the Project are authorized and allowable for determining the amount of Grant funds to be disbursed pursuant to this Agreement, and that the Grantee is entitled to the disbursement of Grant funds.
- b. In the event the Project is not completed by the Project Deadline, Grantee shall not be entitled to receive funds from the Program, shall withdraw any request for a disbursement of Grant funds pursuant to this Agreement, and agrees to waive any claim to a disbursement of funds from the Program.
- c. Throughout the duration of the Project, the County shall have the right to review the status of completion of the Project, including any phases or milestones completed such that broadband service is available.

III. COMPLETION OF THE PROJECT; INSPECTION DURING CONSTRUCTION; CHANGES

- A. Project Completion. Grantee shall complete the Project no later than the "Project Deadline". A quarterly report is due to the County 90-days after this agreement is signed and each

subsequent 90-days thereafter until project is completed. Grantee shall complete the Project within the term of this Agreement and shall meet any other established schedules and deadlines.

- B. Inspection. The County and the State of South Carolina, their agents, and their employees shall be allowed to inspect the Project during all phases of construction and upon completion.

IV. STATE REQUIREMENTS

Grantee shall comply with and shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with all applicable laws and regulations, whether or not cited or referenced in this Agreement.

- A. Compliance by Grantee with Laws & Regulations. In connection with the use of this Grant, Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities that impose any obligations or duty upon the Grantee, including, but not limited to, all applicable labor laws, workers compensation requirements, and requirements to acquire any and all necessary permits. If it is later determined that Grantee did not comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities, the County retains the right to pursue any legal remedy, including, but not limited to, the recoupment or claw-back of the Grant, and to the extent applicable, any costs and attorneys' fees expended or incurred by the County in pursuing such legal remedies.
- B. Drug and Alcohol-Free Workplace. Grantee shall comply with applicable requirements in the State of South Carolina Drug Free Workplace pursuant to Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- C. South Carolina Underground Facility Damage Prevention Act. Grantee shall comply with and shall require its employees, contractors, and subcontractors to comply with the applicable requirements in the South Carolina Underground Facility Damage Prevention Act ("Act") pursuant to Title 58, Chapter 36 of the South Carolina Code of Laws, as amended. If Grantee, its employees, contractors, or subcontractors engage in grossly negligent, willful, or intentional misconduct that results in a violation of the Act or noncompliance with the Act, the Grantee's Project is subject to being defunded and a complaint may be filed with the Attorney General, which may result in a fine pursuant to S.C. Code Ann. § 58-36-120.
- D. Non-Discrimination. Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed, national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its operations. Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including but not limited to: a. Titles VI and VII of the Civil Rights Act of 1964, as amended; and the Americans with Disabilities Act of 1990, as amended.

V. EVENT OF DEFAULT; REMEDIES

- A. Default. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - a. Breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement;
 - b. The use of Grant funds for any purpose other than as provided in this Agreement or to reimburse any expenses other than those related to the Project;

- c. The failure to complete the Project by the Project Deadline or as set forth in the Agreement;
- d. Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets;
- e. Failure to submit any report required hereunder;
- f. Failure to maintain, or permit access to, the records required hereunder;
- g. Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the Project by the Project Deadline;

VI. INDEMNIFICATION

Without limitation, and to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the County and their officers, agents, and employees (individually and collectively "Indemnatee"), from and against any and all losses suffered by Indemnatee and any and all claims, liabilities or penalties asserted against Indemnatee by or on behalf of any person or entity, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, other agent of the Grantee, their employees, workmen, servants, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable regardless of whether or not caused in part by the Indemnatee, and whether or not such claims are made by a third party or an Indemnatee. Indemnatee shall notify Grantee in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee shall allow Grantee to defend such claim so long as the defense is diligently and capably prosecuted. Grantee may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee, and (iii) all settlement payments are made by Grantee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the County. This covenant shall survive the termination of this Agreement.

VII. FORCE MAJEURE

Neither Grantee nor the County shall be liable for any failure or delay in performing an obligation under this Agreement so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances caused by or resulting from any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic or pandemic (including but not limited to the novel coronavirus COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

VIII. WAIVER OF BREACH

No failure by the County to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the County to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

VIII. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of South Carolina and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

X. CONFLICT OF INTEREST

No officer, member or employee of the Grantee, and no representative, officer or employee of the State of South Carolina or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Notwithstanding the above it is acknowledged and agreed that the Grant Officer is an employee of the County.

XI. CONFIDENTIAL INFORMATION

All information designated or marked as confidential by Grantee in the performance of this Agreement will be treated as confidential, unless such information is in the public domain, except as otherwise required by law, or unless Grantee expressly, and in writing, agrees that such information may be made public. Grantee shall not release or disclose any such information or Work Product to persons or entities other than the County without the prior written consent of the County, except as otherwise required by law. Grantee shall promptly notify the County should Grantee or its Representatives be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatory, request for admissions, other discovery request, or court order from any third party regarding this Agreement and the services performed under this Agreement. It is further understood and agreed by the Parties that upon completion of the Project(s), the County and the Grantee reserve the right to publicize the execution of this Agreement, the total Grant funds expended by the County, the number of households and businesses that benefit from the Project(s), the location of the Project(s), and other such related information meant to support the purpose of the Project(s) and advance broadband deployment in the County.

XII. AUTHORIZATION

Each Party warrants that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

XIII. COUNTERPARTS AND ELECTRONIC SIGNATURES

Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.

Grantee Signature:

Signature Date: _____

Print Name: _____ Title: _____

County Signature:

GEORGETOWN COUNTY, SOUTH CAROLINA

By: Angela Christian, Georgetown County Administrator

Signature Date: _____

Print Name: _____ Title: Georgetown County Administrator

EXHIBIT A

Program Description: This grant program is a collaboration between Georgetown County and HTC and is created to provide funding for high-speed broadband projects to support economic development and enhance quality of life in Georgetown County. The project will cost a total of \$800,000 and will serve approximately 130 locations.

Project Area: Grantee shall provide broadband infrastructure and connectivity to unserved Georgetown County locations in the Rose Hill Community as noted in Pink and denominated as "Proposed Rose Hill Area" on the attached Map of Exhibit A which is incorporated herein by reference.

EXHIBIT B

ELIGIBLE GRANT PURPOSES

Program funds shall be used to reimburse Grantee for authorized and allowable expenses related to the Project as contemplated by and in accordance with the Agreement. Grantee shall be responsible for using Grant funds to reimburse authorized and allowable expenses related to the Project and to enhancing broadband infrastructure and access to support economic development and enhance quality of life in eligible rural counties. In order to be authorized, allowable, and eligible for reimbursement, expenses related to the Project must be for new, non-depreciated items and may include the construction of outside-plant deployment necessary to deliver broadband service in the Project area (including last mile and middle mile infrastructure), electronic equipment necessary to deliver broadband service in the Project area (including equipment shelters, wireless radio, and antenna), and other capital costs that are directly necessary to provide broadband service to the end user in the Project area ("Eligible Expenses").

ELIGIBLE EXPENSES: Eligible Expenses may include, but are not limited to:

- Construction and Materials (e.g., fiber, conduit, photonics, electronics, etc.)
- New and rehabilitative construction contracts
- Architect and engineering services and legal and professional services, if required to complete a qualifying project by December 31, 2022
- Permitting fees
- Validation of Service expenses
- Equipment directly related to broadband infrastructure and necessary for the Project.
- Equipment installation

INELIGIBLE EXPENSES: Expenses for the following are ineligible and Grant funds shall not be used to reimburse these expenses:

- General broadband planning not associated with the Project
- Expenses related to providing broadband services
- Ongoing overhead, operating costs, or staff costs
- Political activities or lobbying
- Expenses related to administering the Grant

Item Number: 15.e
Meeting Date: 12/14/2021
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDERCONSIDERATION:

Acceptance of Grant Funding from North Eastern Strategic Alliance (NESA) and approval of proposed *Memorandum of Understanding* between Georgetown County and Santee Electric Cooperative, Inc. regarding the same.

CURRENT STATUS:

Georgetown County has been awarded grant funding in the amount of \$392,500 from the North Eastern Strategic Alliance (NESA). Upon acceptance and receipt of such funding, Georgetown County will issue the grant funds to Santee Electric Cooperative, Inc. for intended and specific economic development purposes.

POINTS TO CONSIDER:

The proposed *Memorandum of Understanding* between Georgetown County and Santee Electric Cooperative Inc. sets forth the terms and understandings between Georgetown County and Santee Electric Cooperative, Inc. regarding grant funding, in the amount of \$392,500 (awarded to Georgetown County from NESA). The grant funding is for the sole purpose of making infrastructure improvements, which will be undertaken by Santee Electric Cooperative, Inc. in order to promote economic development in our area.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Accept grant funding and approve *Memorandum of Understanding* with Santee Electric Cooperative, Inc.
2. Do not accept grant funding or approve *Memorandum of Understanding* with Santee Electric Cooperative, Inc.

STAFF RECOMMENDATIONS:

Accept grant funding from NESA in the amount of \$392,500, and approve the proposed *Memorandum of Understanding* with Santee Electric Cooperative, Inc. regarding the same specific to this "pass through" grant funding.

ATTORNEY REVIEW:

ATTACHMENTS:

	Description	Type
▣	SEC Memorandum of Understanding /NESA Grant Funding	Backup Material

MEMORANDUM OF UNDERSTANDING

Between Georgetown County and the Santee Electric Cooperative, Inc.

This Memorandum of Understanding is entered into by and between Georgetown County, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), and Santee Electric Cooperative, Inc., and its affiliates and subsidiaries, acting for themselves, one or more affiliates, and/or other project sponsors (collectively, "SEC"). (The County and SEC collectively referred to hereafter as "the Parties.")

The purpose of this Memorandum of Understanding is to facilitate pass-through grant funding from the County to SEC.

The County shall receive grant funds from North Eastern Strategic Alliance, and shall in turn pass grant funds through to SEC in the sum of \$392,500.00.

Inconsideration of receipt of the grant funds, SEC shall undertake responsibility for the construction and maintenance of a concrete pad at _____.

The Parties expressly understand and agree that in the event that County should not receive, for whatever reason, the anticipated grant funds, County shall have no obligation to deliver any funds to SEC under this Agreement.

UNDERSTOOD AND AGREED, THIS _____, 2021.

Georgetown County, South Carolina

By: _____
Angela Christian, County Administrator

Santee Electric Cooperative, Inc.

By: _____
Robert G. Ardis, President and CEO

Item Number: 16.a
Meeting Date: 12/14/2021
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

In 1999, Georgetown County Council adopted *Rules of Procedure* pertaining to all meetings and proceedings. Georgetown County Council desires to conduct the public's business in a forthright manner that can be clearly understood by everyone involved.

Ordinance No. 20-59 includes proposed amendments and revisions to update *Rules of Procedure* which shall govern the conduct of meetings of council and other matters provided therein.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Ordinance No. 20-59
2. Do not adopt Ordinance No. 20-59.

STAFF RECOMMENDATIONS:

Deferred pending further review.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▢ Ordinance No 20-59 Rules of Procedure	Backup Material
▢ Ordinance No 20-59 Rules of Procedure w EDITS	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL

WHEREAS, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

NOW, THEREFORE, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

ARTICLE ONE
RULES

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. Items not covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd Edition* (hereinafter “*Model Rules*”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the *Model Rules*, will be decided utilizing the latest edition of *Robert’s Rules of Order*.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

ARTICLE TWO
OFFICERS

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term or at the pleasure of the Council. Before the Administrator may be removed from the position, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal including notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

2-3.1 **POWERS AND DUTIES:** The power and duties of the Administrator shall include, but not be limited to, the following:

- a. To serve as the Chief Administrative and Executive Officer of the County Government;
- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;

- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- f. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- g. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- h. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall offer a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- i. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- j. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- k. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.

2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.

- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2.37 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the members of Council and may be reflected in the Administrator's employment contract.
- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.
- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council member

votes shall be recorded in the minutes. The recordings of all Council meetings shall be permanently maintained for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall establish the position of County Attorney who shall provide general counsel to the County Administrator and Council. The County Administrator shall hire and supervise the County Attorney.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

ARTICLE THREE

MEETINGS

- 3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

3-2. **MEETINGS, REGULAR**

- 3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.
- 3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 p.m. seven (7) days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator no later than Friday of the week

preceding the regular Council meeting. Publication of the agenda shall be on Friday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online and available upon request no later than twenty four (24) hours before the meeting.

3-3. **MEETINGS, SPECIAL**

- 3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.
- 3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.
- 3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is posted online no later than twenty four (24) hours before the meeting.

3-4. **MEETINGS, EMERGENCY**

- 3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.
- 3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.
- 3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.
- 3-4.4 Notice to all the Council of an emergency meeting will be by telephone, email, or other means as soon as practicable by no less than two (2) hours before the meeting.

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

- 3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.
- 3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) days before the meeting. The agenda shall be posted online no later than twenty four (24) hours before the meeting.

- 3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

3-6. **MEETINGS, PUBLIC HEARING**

- 3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:
- a. Adopt annual operational and capital improvement budgets;
 - b. Make appropriations, including supplemental appropriations;
 - c. Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;
 - d. Adopt zoning and subdivision regulations;
 - e. Levy taxes; and
 - f. Sell, lease or contract to sell or lease real property owned by the County.
- 3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online no later than twenty four (24) hours before the hearing.
- 3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.
- 3-6.4 Each speaker shall be limited to three (3) minutes.
- 3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.
- 3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 The public hearing will be limited to a total of thirty (30) minutes for formal presentations.

3-7. **EXECUTIVE SESSION**

3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended. These purposes are defined in the South Carolina Code of Laws and are generally are limited to:

- a. Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body, or the appointment of a person to a public body.
- b. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.
- c. Discussion regarding the development of security personnel or devices.
- d. Investigative proceedings regarding allegations of criminal misconduct.
- e. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of an industry or other business in the area served.

3-7.2 To hold an executive session, a motion must be made stating the specific purpose of the executive session or referring to the published agenda wherein the specific purpose is listed, seconded, and adopted to go onto executive session.

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

3-8. **ELECTRONIC MEETINGS**

3-8.1 Upon authorization and vote, and in accordance with the South Carolina Freedom of Information Act (also referred herein as “the Act”), Council and all Georgetown County Boards and Commissions (collectively referred to throughout as “the Governing Body”) conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media,

or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating “yay” or “nay.” All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act; provided, however, any digital broadcast of the meeting is not required to be kept as a record by the Governing Body.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. In lieu of public comment periods, members of the public may submit their written public comments via email to the Clerk to Council – tfloyd@gtcounty.org - which shall be distributed to the members of the Governing Body.

(h) With respect to public hearings required by the South Carolina Code of Laws, said public hearings shall be conducted electronically as provided herein. All public comments made during such hearing shall be submitted in writing to the Clerk to Council via either:

- 1) U.S. Mail addressed to:
Clerk to Council
Georgetown County Council
716 Prince Street
Georgetown, South Carolina 29440
- 2) Email addressed to tfloyd@gtcounty.org

All comments must be received one (1) hour prior to the scheduled hearing. The comments shall be distributed to the members of the Governing Body prior to the public hearing and read into the record at the time of the public hearing. The comments shall be limited to three hundred (300) words or less. In the event more than ten (10) comments are received, the Chairperson is authorized to paraphrase the reading of the comments into the record in order to optimize time efficiency of the public hearing.

ARTICLE FOUR **QUORUM**

- 4-1. **QUORUM:** A majority of the seven members of the Council shall constitute a quorum to begin a meeting for the transaction of official business.

ARTICLE FIVE **PUBLISHED AGENDA**

- 5-1 **PUBLISHED AGENDA:** For all regularly scheduled meetings, the Council shall address itself to an established, published agenda. The Council shall approve the published agenda, including the Consent Agenda and the Executive Session agenda.

Once an agenda for a regular, special, called or rescheduled meeting is posted, no items may be added to the agenda without an additional 24-hour notice to the

public. The notice must be made in the same manner as the original posting.

After a meeting begins, an action item which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

After a meeting begins, an action item which is a final action or for which there will be no opportunity for public comment, may be added to the agenda by

- a two-thirds vote of the members present and voting, and
- a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue).

5-1.1 A public comment period may be the first item of business on the agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than three (3) minutes. If there are more than ten speakers, time allotted will be reduced to allow all speakers signed in to present within the 30 minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to address Council during the public input period shall sign up with the Clerk of Council before the meeting is called to order by the presiding officer. Preference as to the order of the speakers shall be given to those who have notified the Clerk in advance of the meeting of their desire to speak. When there are several members of the public present to address the same issue, one spokesperson shall be chosen on behalf of the group and the presiding officer has the authority to enforce this provision. A public comment period is not required under the South Carolina Code of Laws, rather it is authorized by Council as a means for the citizenry to speak to their representatives in a public setting. Consequently, no person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of Council, a member of the County staff, or a member of the public up to contempt or ridicule.

5-1.2 Any Council member desiring to place an item on the agenda shall notify the Chairperson. The Chairperson shall notify the Clerk no later than 12:00 p.m. 7 days prior to the regular meeting. This provision shall include the names and applications of appointees to various county boards and commissions.

5-1.3 The consent agenda may consist of items that are more than likely not to be controversial as well as any ordinance proposed for first reading. Any Council member may request that an item be placed on the consent agenda, and any member may request that an item be removed therefrom. Any ordinance may be read in at first reading by title only.

ARTICLE SIX
DECORUM AND DEBATE

- 6-1. When a measure is before the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case.
- 6-2. When two (2) or more members wish to speak, the presiding officer shall decide and recognize such members in turn.
- 6-3. No member of Council shall interrupt another while speaking, except to make a point of order or make a point of personal privilege.
- 6-4. The presiding officer shall not be obligated to recognize any Council member for a second comment on a subject or amendment until every Council member wishing to speak has been allowed a first comment.
- 6-5. No member shall speak more than five (5) minutes on any subject or amendment. Such member may use his/her time in any combination, in separate speech or comments totaling five (5) minutes. Council members shall also have the right to yield a portion of their time to another member.
- 6-6. Any member wishing to speak more than five (5) minutes on any question or any amendment to the question shall be accorded the privilege without objection or upon motion supported by two-thirds of the Council members present.
- 6-7. The Council may agree to limit debate on any item of business before it. That agreement may be formalized by a majority vote of the Council.
- 6-8. The presiding officer shall not entertain any dilatory motions.
- 6-9. No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use other language tending to hold a member of Council or the public up to contempt or ridicule.
- 6-10. If a member is speaking or otherwise transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him or her to order. In such case, he or she shall immediately be silent unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but otherwise shall remain silent.

- 6-11. Any member found in violation of the rules of Council by a majority vote of Council may be censured.

ARTICLE SEVEN

VOTING

- 7-1. A member may cast his/her vote in person or by any electronic means if a member is unable to attend in person. No members of the County Council, or a committee, shall be allowed under any circumstances to vote by proxy at any Council or Committee meeting.
- 7-2. Any member may request a roll call vote at any time.
- 7-3. No member shall vote on any question where his/her private interest in the matter presents a conflict of interest (according to the South Carolina State Ethics Act). Members shall declare their conflict of interest in an issue and refrain from participating in the discussion or the vote on the issue. The meeting minutes shall reflect any conflict of interest declaration.

ARTICLE EIGHT

COUNCIL DECISIONS

- 8-1. The members of Council have the responsibility to establish policy, make Council decisions, and adopt ordinances which in the majority view will be in the best interest of Georgetown County and all its citizens. Council members thus have an obligation to expect differences of opinion and to respect the views of each individual member of Council. At the same time, individual members should recognize that when the Council has made a decision, the issue has been decided whether or not they were in the majority or the minority.

ARTICLE NINE

ORDINANCES AND RESOLUTIONS

- 9-1. **ORDINANCES AND RESOLUTIONS IN GENERAL:** The Council shall take legislative action by Ordinance. Executive action shall be taken by Resolution.
- 9-2. **READINGS:** With the exception of emergency ordinances, all ordinances shall be read at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third reading. A verbatim reading of an ordinance shall not be required unless such reading is requested by a member.
- 9-3. **FIRST READING:** An ordinance may be introduced for first reading by title only at any meeting of Council. No debate or amendment shall be in order unless a

member makes a motion to invoke the pending ordinance doctrine for a zoning ordinance matter. The ordinance may be referred by the Chairperson to an appropriate committee or to the Council as a whole.

- 9-4. **SECOND READING:** Reports on a proposed ordinance shall be presented at the next regular meeting after the first reading. Prior to second reading, a draft of the text of the ordinance shall be delivered to every member. After the proposed ordinance has been read, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. Any member of the Council may require that amendments be in writing. After all amendments and privileged motions, if any, are disposed of, the question shall be, shall the ordinance receive second reading.
- 9-5. **THIRD READING:** After the ordinance has been given second reading, and if a public hearing has been held if required by law or action of Council, it shall be given third reading at a subsequent public meeting and amendments may be offered on third reading the same as on second reading. After all amendments and privileged motions, if any are disposed of, the question shall be passage of the ordinance.
- 9-6. **VOTES REQUIRED FOR PASSAGE:** With the exception of those items requiring a 2/3rd majority or alternate majority type for approval as found in State law, no ordinance or amendment shall be adopted unless at least a majority of the members present shall have voted for its passage on second and third readings. The repeal or amendment of ordinances shall follow the same procedure set forth for adoption.
- 9-7. **EMERGENCY ORDINANCES:** To meet public emergencies, affecting life, health, safety of the property of the people, Council may adopt emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain declaration that an emergency exists and shall describe the emergency. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirement, or public notice. Such ordinances shall expire automatically as of the 61st day of the following enactment.
- 9-8. **CODIFICATION:** All ordinances enacting general law shall be compiled, indexed, codified, and made available online. Further, all ordinances, regardless of type, shall be kept by the Clerk and maintained in a permanent record of all ordinances adopted. Nothing herein prevents any requirement of this section from being satisfied by electronic means.

- 9-9. **EFFECTIVE DATE OF ORDINANCES:** Ordinances shall take effect on the day the ordinance is given third reading unless another date is specified in the ordinance.
- 9-10. **RESOLUTIONS:** A resolution shall require only one reading for its adoption, and may be adopted at either a regular or special meeting by a majority vote of the members present at the meeting.
- 9-11. **STANDARD CODES OR TECHNICAL REGULATIONS:** The Council may adopt any standard code or technical regulation by reference.

ARTICLE TEN **COMMITTEES**

- 10-1. **APPOINTMENTS TO STANDING COMMITTEES:** All members of Council shall be appointed to serve on at least one of the Council standing committees. Standing committee appointments shall be made by the Chairperson no later than the second regular meeting of Council in January following each general election and the Chairperson shall also designate the respective Chairperson of each committee. Members of the standing committees shall serve until the next general election of Council, unless they are removed by their consent or cease to be member of Council. Each standing committee shall consist of not less than three members.
- 10-2. **STANDING COMMITTEES:** Standing committees of the Council shall be as follows:
- 10-2.1 An Administration and Finance Committee which shall consist of not less than three members of the County Council.
 - 10-2.2 A Health, Education, and Leisure Committee which shall consist of not less than three members of the County Council.
 - 10-2.3 A Justice and Safety Committee which shall consist of not less than three members of the County Council.
 - 10-2.4 A Public Works Committee which shall consist of not less than three members of the County Council.
 - 10-2.5 Ad-Hoc Committees: Upon the authorization of Council, their Chairperson may appoint ad-hoc committees composed of Council members, a combination of council members and citizens, or citizen members only to study and advise council on a specific issue. Such committees shall function for a specific time periods and shall be dissolved at the end of the time period or when their business is finished, whichever is the earliest. The time period for

existence of such committees may be extended for a time certain by action of the Council.

- 10-2.6 Committee Meetings and Reports: Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.
- 10-2.7 Recall of Referred Matters: Any matter which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

ARTICLE ELEVEN

PARLIAMENTARY PROCEDURE

- 11-1 **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2 **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3 **STATEMENT ON BEHALF OF COUNCIL:** No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for

Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.

- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.
- 11-6.3 A motion to adjourn. This motion is not debatable but does require a second.
- 11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:
- 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

- 11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.
- 11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.
- 11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.
- 11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

11.8 MOTIONS THAT DO NOT REQUIRE A SECOND: The following motions do not require a second.

- 11.8-1 Inquiries of any kind.
- 11.8-2 Leave to withdraw a motion.
- 11.8-3 Nominations.
- 11.8-4 Point of order.
- 11.8-5 Question of privilege.

ARTICLE TWELVE

DOCUMENTS

- 12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking

to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

- 12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

ARTICLE THIRTEEN

SEAL

- 13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

ARTICLE FOURTEEN

SUSPENSION OF RULES

- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

ARTICLE FIFTEEN

AMENDMENT OF RULES

- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this ____ day of _____, 2021 by a vote of Georgetown County Council.

Chairperson

ATTEST:

Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

H. Thomas Morgan, Jr., Esq.
Interim Georgetown County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL

WHEREAS, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

NOW, THEREFORE, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

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ARTICLE ONE

RULES

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. ~~These rules shall take precedence over other rules of Council.~~ Items not ~~specifically~~ covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd–2nd Edition* (hereinafter “Model Rules”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the Model Rules, will be decided utilizing the latest edition of Robert’s Rules of Order.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

ARTICLE TWO

OFFICERS

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and

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decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

- 2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

- 2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term, or at the pleasure of the Council. Before the Administrator may be removed from the position-office, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal, including and notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

- 2-3.1 **POWERS AND DUTIES:** —The power and duties of the Administrator shall include, but not be limited to, the following:

a. To serve as the Chief Administrative and Executive Officer of the County Government;

a. _____

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- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;
- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- e. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- f. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- g. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall offeraffix a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- h. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- i. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- j. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

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- 2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.
- 2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors officers and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.
- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** ~~—~~ The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer supervise that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2.37 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the

members of Council and may be reflected in the Administrator's employment contract.

- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.

- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council members' votes shall be recorded in the minutes. The recording tapes of all Council meetings shall be permanently maintained by the Clerk for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall retain ~~establish the position of a~~ County Attorney who shall provide general counsel to the County Administrator and Council. ~~and serve at the pleasure of County Council.~~ The County Administrator shall hire and supervise the County Attorney on behalf of County Council.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

ARTICLE THREE

MEETINGS

3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

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3-2. **MEETINGS, REGULAR**

3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.

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3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 o'clock p.m. sevenon Thursday, (7)12 days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator, upon approval of the Chairperson, no later than Friday Tuesday of the week preceding the regular Council meeting. Publication of the agenda shall be on FridayThursday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online the bulletin board of the Courthouse and the County Administrative Office Building and available upon request no later than twenty four (24) hours before the meeting.

3-3. **MEETINGS, SPECIAL**

3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.

3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.

3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is -posted online the bulletin board of the Courthouse and the County Administrative Office Building no later than twenty four (24) hours before the meeting.

3-4. **MEETINGS, EMERGENCY**

3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.

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3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.
~~documentation of the emergency.~~

3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.

3-4.4 Notice to all the Council of an emergency meeting ~~will~~ may be by telephone, email, or other means as soon as practicable by no less than
~~not less than two~~four (24) hours before the meeting.

3-5. MEETINGS, BRIEFINGS, AND WORK SESSIONS

3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.

3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) ~~working~~ days before the meeting. The agenda shall be posted online the bulletin board of the Courthouse and the County Administrative Office Building, no later than twenty four (24) hours before the meeting.

3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

3-6. MEETINGS, PUBLIC HEARING

3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:

~~a.~~ Adopt annual operational and capital improvement budgets;

~~a.~~

~~b.~~ Make appropriations, including supplemental appropriations;

~~b.~~

~~c.~~ Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;

~~c.~~

~~d.~~ Adopt zoning and subdivision regulations;

~~d.~~

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~~e. Levy taxes; and~~

~~e.~~

f. Sell, lease or contract to sell or lease real property owned by the County.

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3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online the bulletin board of the County Courthouse and the County Administrative Building no later than twenty four (24) hours before the hearing.

3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.

3-6.4 Each speaker shall be limited to threefive (35) minutes. unless the Chairperson authorizes one (1) extension of three (3) minutes.

3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.

3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 ~~Proponents and opponents will each~~The public hearing will be limited to a total of thirty (30) minutes for formal presentations. ~~on any agenda item. Notwithstanding the time limitation in Section 3-6.4, the proponents or opponents may opt to devote their entire time allocation to one or more speakers with the total time of all speakers not exceeding thirty (30) minutes. The presiding chairperson shall determine if this approach will be used by either side prior to recognizing the first speaker.~~
3-6.7

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3-7. EXECUTIVE SESSION

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3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended, from time to time.

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.

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.

b. Discussion regarding the development of security personnel or devices.

c. Investigative proceedings regarding allegations of criminal misconduct.

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.

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.

~~10-2.6~~ ~~10-2.6~~ ~~COMMITTEES MEETINGS AND REPORTS~~ Committee Meetings and Reports:

Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a each regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.

~~10-2.7~~ ~~10-2.7~~ ~~RECALL OF REFERRED MATTERS~~ Recall of Referred Matters; Any matter

which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

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ARTICLE ELEVEN

PARLIAMENTARY PROCEDURE

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- 11-1 **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2 **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3 **STATEMENT ON BEHALF OF COUNCIL:** —No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.
- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members

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of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.

11-6.3 A motion to adjourn. This motion is not debatable but does require a second.

11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:

~~11-7.1~~ 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

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11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.

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11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.

11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.

11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

~~12-8.~~ 11.8 **MOTIONS THAT DO NOT REQUIRE A SECOND:** The following motions do not require a second.

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~~12-8-1~~ 11.8-1 Inquiries of any kind.

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~~12.8-2~~ 11.8-2 Leave to withdraw a motion.

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~~12.8-3~~ 11.8-3 Nominations.

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~~12.8-4~~ 11.8-4 Point of order.

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~~12.8-5~~ 11.8-5 Question of privilege.

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ARTICLE TWELVE

DOCUMENTS

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12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, ~~or~~ printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

ARTICLE THIRTEEN

SEAL

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13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

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ARTICLE FOURTEEN

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SUSPENSION OF RULES

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- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

ARTICLE FIFTEEN

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AMENDMENT OF RULES

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- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this ____ day of _____, 2021 by a vote of Georgetown County Council.

ChairmanChairperson

ATTEST:

Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

H. Thomas Morgan, Jr., Esq.
Interim Georgetown County Attorney

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Item Number: 16.b
Meeting Date: 12/14/2021
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

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

CURRENT STATUS:

Pending.

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

Defer second reading on 12/14.

ATTORNEY REVIEW:

Item Number: 17.a
Meeting Date: 12/14/2021
Item Type: LEGAL BRIEFING / EXECUTIVE SESSION

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDERCONSIDERATION:

Receipt of Legal Advice and Discussion Regarding Contractual Matters Relating to the Possible Sale or Lease of County Properties Pursuant to S.C. Code Ann. §30-4-70(a)(2)

CURRENT STATUS:

POINTS TO CONSIDER:

FINANCIAL IMPACT:

OPTIONS:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW: