

Council Members

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

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

January 14, 2020

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - December 10, 2019**
- 6. CONSENT AGENDA**
 - 6.a Contract #18-026 T, Architectural Services, "As Needed" - Task Order #3**
 - 6.b Procurement #19-060, Two (2) Fire Department Squad Trucks**
 - 6.c Procurement #19-107, South Island Ferry Boat Landing Dock Replacements & Additions**
 - 6.d Procurement # 19-112, Big Dam (PPE) Personal Protective Equipment (SCBA) Self Contained Breathing Apparatus**
 - 6.e Procurement #19-118, Beck Recreation Center Track Surfacing**
 - 6.f Procurement #19-119, Extended Service Agreement for LIFEPAK & LUCAS Medical Supplies**
 - 6.g Private Ambulance Service Franchise Application Renewal and Mutual Aid Agreement**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**

- 9.a Resolution No. 20-01 - A Resolution to authorize execution of a Santee Cooper Economic Development Investment Fund Direct Grant Agreement by and between South Carolina Public Service Authority and Georgetown County.

10. THIRD READING OF ORDINANCES

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

11. SECOND READING OF ORDINANCES

- 11.a Ordinance No. 19-30 - An ordinance to adopt 2018 International Building Codes and other related building codes
- 11.b Ordinance No. 19-31 - An Ordinance to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.
- 11.c Ordinance No. 19-32 - An Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

12. FIRST READING OF ORDINANCES

- 12.a ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.
- 12.b Ordinance No. 20-02 - To rezone two parcels located south of Archer Road, approximately 167 ft northwest of Geney Lane, in Pawleys Island (Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00) from General Residential (GR) to General Commercial (GC).
- 12.c ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING PROPERTY LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER
- 12.d Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site located along Pennyroyal Road.

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

- 15.a Presentation -- Manager of the Year for 2019**
- 15.b Presentation -- Employee Volunteer of the Year for 2019**
- 15.c Presentation -- Volunteer of the Year for 2019**
- 15.d Impact Fee Annual Report 2018-2019**
- 15.e Waccamaw Elementary Field Complex Project Design**
- 16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**
 - 16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD.**
 - 16.b ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45**
- 17. LEGAL BRIEFING / EXECUTIVE SESSION**
 - 17.a Personnel - County Administrator Search (ADDENDUM)**
- 18. OPEN SESSION**
- 19. ADJOURNMENT**

Item Number: 5.a
Meeting Date: 1/14/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - December 10, 2019

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

STAFF RECOMMENDATIONS:

Recommendation for approval of minutes as submitted.

ATTACHMENTS:

Description	Type
□ DRAFT - Minutes 12/10/19	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, December 10, 2019, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

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

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

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

APPROVAL OF AGENDA:

Following a recommendation to move two reports forward on the meeting agenda: *Recognition of 2019 Holiday Card Art Contest Winning Entries*, and *Recognition of the Employee of the 4th Quarter*, Councilmember Ron Charlton made a motion for approval of the agenda. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion. There was none.

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

PUBLIC COMMENTS:

Marvin Neal

Mr. Neal voiced concern regarding an issue that occurred on Tuesday, December 3rd, during the Special Election. Mr. Neal stated that a manual is provided to poll managers that sets guidelines for expected behavior during the voting process. According to the manual, the poll manager is required to act as a “peace” manager and maintain order during the election. Ms. McClain was acting within her duties when she called the police on an individual who would not leave the premises at her request. The individual, was County Councilman Raymond Newton. Mr. Neal said members of County Council do not have special privileges. They should remember they are servants, not kings.

Councilmember Raymond Newton asked Chairman Thomas if he could address the comments made by Mr. Neal. He said that several voters were turned away, and not allowed to vote. Additionally, there were people waiting at the curbside voting and no one was coming to assist them. Mr. Newton said he was not poll watching, nor was he inside the building. He said it was his legal right to be outside, in the public right-of-way, as it would be for any member of the public who wanted to be there.

Rhoda McClain

Ms. McClain said she has been working as a clerk at the Andrews precinct for thirty four years and has never been told there was problem. She takes her job personally and makes efforts to treat every voter with respect. She said the Election Commission trains poll workers, and she values this and views it as an opportunity to help the county. Ms. McClain said she must go by the information in the computer to determine which precinct a person lives in regarding their eligibility to vote.

Councilmember Everett Carolina thanked Ms. McClain for coming to the meeting, and stated he felt all could work together to ensure situations like this do not happen again.

Mayor Frank McClary (Town of Andrews)

Mayor McClary addressed County Council regarding a recent application submitted by the Town of Andrews for accommodations tax funding. Mr. McClary said the Accommodations Tax Committee recommended that a portion of the Town's should be awarded funding, however, the recommended amount is not sufficient to cover the cost of the project. The Town of Andrews has developed a plan and is working to bring about much needed tourism in that area of the county. The Town is contributing funding to initiate the project and plans to incorporated federal monies also. He asked for County Council's favorable consideration of increasing the award of accommodation tax dollars by \$23,300 so that this project is not hindered from moving forward.

Ray Strickland

Mr. Strickland addressed County Council regarding the County's existing regulations on vendor permits. He stated that he manages a liquor store in Pawleys Island. The business hosts various events utilizing food trucks etc. to support various community programs (such as All for Paws and Teach My People). In the current location, they are limited to two events per year. He asked County Council to look at the existing regulations regarding vendor permits, and consider amending the guidelines.

Donald Russell

Mr. Russell spoke regarding the Porches at Pawleys, a development project on Waverly Road in Pawleys Island. He said the project began in April 2018. In May/June the private developers began installing a drainage system which severely damaged the public sidewalk. The project stalled in September and has not resumed, and the property has become a staging area for many other development projects. However, the sidewalk remains damaged and is not usable. It cuts off an entire community from schools, playgrounds, and area outreach kitchens. Mr. Russell asked County Council to help the neighborhood in seeing that the sidewalks are returned to their previous state.

MINUTES:

Regular Council Session – November 12, 2019

Councilmember Ron Charlton moved to approve the minutes of the regular council meeting held on November 12, 2019. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

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

Contract #19-005, E911 Phone System, Upgrade and Extended Warranty, Change Order #1 – County Council approved Change Order #1 (Contract #19-005) with Frontier Communications at a cost of \$180,924.26, bringing the project total to \$557,258.05.

Procurement #19-006, Upgrade of 911 Recording Equipment – County Council awarded the purchase of 911 Communications recording equipment associated with Bid #19-006 to Carolina Recording Systems in the amount of \$49,990.21 plus applicable sales tax.

Contract #19-034, Task Order 02, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ – County Council approved Task Order #2 under an IDIQ contract with Coastal Asphalt, in the amount of \$57,226.00, for site improvements associated with replacement of the Dunbar Community Center.

Procurement #19-065, Utility Tractor and 20 Foot Flex Wing for Capital Equipment Replace Plan – County Council awarded a purchase order to Tyler Equipment in the amount of \$101,515.86 (plus applicable taxes) for a Kubota utility tractor and 20 foot flex wing rotary cutter.

Procurement #19-069, Freightliner M2 with Fuel Tank for Environmental Services Division – County Council authorized the purchase of a Freightliner M2 fuel truck from Triple T Truck Center of a total cost of \$184,642.79 inclusive of taxes and fees.

Procurement #19-075, Purchase & Installation of Emergency Standby Generators at Various County Facilities – County Council awarded Bid #19-075, purchase and installation of emergency stand-by generators for County Fire and Parks & Recreation, to Melton Electric Co., Inc. in the amount of \$477,263.69.

Procurement #19-083, DeLoach Trail Roadway & Drainage Improvements – County Council awarded a contract to Coastal Asphalt, LLC in the amount of \$444,836.76 to pave an unimproved road, and perform drainage improvements along DeLoach Trail in the Hagley area of Pawleys Island.

Procurement #19-087, Furnish and Install New Overhead Sectional Fire Dept. Bay Doors – County Council awarded Bid #19-087 for purchase and installation of overhead sectional bay doors (including total base bid and rear door) to Overhead Door Co. of the Grand Strand in the amount of \$62,130.00.

Procurement 19-116, Communications Trailer for Emergency Management – County Council approved the purchase of a double axle communications trailer from Nomad Global Communication Solutions, Inc. (sole source provider) for the quoted amount of \$242,680.52 plus applicable sales tax.

Ordinance No. 19-28 – An Ordinance to amend Ordinance No. 2004-43 pertaining to operation of vehicles, to be known as “The Georgetown County Improper Operation Ordinance” - *Third reading approval.*

County Council adopted its Annual Meeting Schedule for 2020.

ORDINANCES-Second Reading:

Ordinance No. 2017-23

Councilmember Ron Charlton moved to table Ordinance No. 2017-23, a proposed amendment to the Pawleys Plantation Planned Development to redesignate two parcels along Green Wing Teal Lane from Open Space to allow for Single Family residences. Councilmember Raymond Newton seconded the motion. No discussion followed the motion.

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

Ordinance No. 19-26

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 19-26, an Amendment to Article XIII, Section 1304, and Exceptions to Article XIII, of the Zoning Ordinance pertaining to tree removal activities that are exempt from tree protection. Councilmember Everett Carolina offered a second. Chairman Thomas called for discussion on the motion.

Councilmember Steve Goggans moved to amend Ordinance No. 19-26 to incorporate amendments proposed by the Planning Commission, and Councilmember Everett Carolina seconded the amended motion. There was no further discussion.

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

The vote on the main motion was as follows:

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

ORDINANCES-First Reading:

Prior to the introduction of new ordinances, Chairman John Thomas noted that pursuant to the applicant's request to withdraw an application to amend Tracts 2 and 4 of the Litchfield Racquet Club Planned Development to allow for 19 single family residential parcels and the redevelopment of the existing clubhouse, the matter has been removed from Council's consideration.

The following ordinances were read into the record at first reading:

Ordinance No. 19-30 - An ordinance to adopt certain 2018 International Building Codes and other related building codes.

Ordinance No. 19-31 - An Ordinance to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize

the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

Ordinance No. 19-32 - An Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

BIDS:

No reports.

REPORTS TO COUNCIL:

2019 Holiday Card Contest Winners

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

Georgetown County Council recognized Georgetown County School District students who had submitted winning entries in Georgetown County's 2019 Holiday Art Contest. Students received monetary awards for their achievements, as presented by Mr. Austin Beard, courtesy of Anderson Brothers Bank. Additionally, the winning entry, submitted by Maren Gasper, became Georgetown County's annual holiday card.

2019 Holiday Art Contest winning entries:

1st Place — **Maren Elizabeth Gasper**

Waccamaw Middle School – 7th Grade

2nd Place — **Alaina Azriella Ward**

Waccamaw Middle School – 7th Grade

3rd Place — **Kaidyn Tabriah Holmes**

Plantersville Elementary School – 4th Grade

Recognition of Employee of the Quarter (4th Quarter)

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

Maria Antoinette Smith, has been named "Employee of the 4th Quarter". Maria is a custodian employed by the Facilities Division of the Public Services Department. Maria has a reputation for job excellence and the pride she takes in her work. She goes "over and above the job description," which she has done since day one of her employment. Hired in late July, Maria Antoinette Smith has not finished her six-month probationary period. A custodian employed by the Facilities Division of the Public Services Department, Maria rapidly developed a reputation for job excellence and pride in her work. From the start, her supervisors have received numerous personal phone calls and emails remarking on Maria's high level of competency and professionalism.

Accommodations Tax Advisory Committee Recommendations

Fall 2019 Accommodations Tax funding recommendations were presented on behalf of the Accommodations Tax Advisory Committee regarding the award of Accommodations Tax totaling \$974,631. Councilmember Raymond Newton moved to approve the funding recommendations as made by the Accommodations Tax Committee as of their meeting on November 14, 2019 with the addition of \$23,300 in accommodations tax funds being awarded to the Town of Andrew (bringing total award to \$39,950), and a reduction in funding by the same amount to the Tourism Management Commission/Chamber of Commerce for Destination Marketing. Councilmember Everett Carolina offered a second on the motion. No comments followed.

In Favor: Everett Carolina Louis R. Morant
 Ron L. Charlton Raymond L. Newton
 Lillie Jean Johnson

Opposed: Steve Goggans John W. Thomas

Presentation of FY19 Comprehensive Annual Financial Report

Brenda Carroll of the Baird Audit Group, LLC presented Georgetown County's FY2019 Comprehensive Annual Financial Report. Following a detailed report, she stated that Georgetown County is in a good financial position and commended County Finance Director, Scott Proctor, and staff for the excellent manner in which the County's finances are handled. Ms. Baird advised County Council that they could freely contact her at any time should they have questions pertaining to the report.

Authorization to accept grant award and add new positions in Sheriff's Office

Councilmember Charlton moved to authorize the acceptance of a SC Department of Public Safety Grant to fund two additional positions within the Georgetown County Sheriff's Department dedicated to traffic control. Councilmember Lillie Jean Johnson offered a second on the motion. There was no discussion, and upon a call for the vote from Chairman Thomas was as follows:

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

Intergovernmental Agreement with the City of Georgetown - Tax Increment Financing

County Administrator, Sel Hemingway provided a brief overview of the concept of Tax Increment Financing in consideration of a proposed intergovernmental agreement between the County and the City outlining contractual terms under which the County will participate in the City of Georgetown's Redevelopment Plan.

Councilmember Lillie Jean Johnson moved to defer action on this issue in order to allow County Council additional time to discuss the matter in more detail. Councilmember Everett Carolina seconded the motion. There was no discussion.

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

DEFERRED:

Ordinance No. 19-25

County Council deferred action on Ordinance No. 19-25, an Ordinance setting the Base Salaries for Elected Officials of Georgetown County, and further repealing and replacing Ordinance No. 2005-45.

EXECUTIVE SESSION:

Councilmember Steve Goggans made a motion to move into Executive Session in order to discuss a personnel matter (pertaining to the County Administrator) at 7:10 PM. Councilmember Everett Carolina seconded the motion. No discussion followed.

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

OPEN SESSION:

As Open Session resumed at 7:42 PM, Chairman John Thomas stated that during Executive Session, County Council discussed the County's Administrator's contract extension. No decisions were made by County Council, nor were any votes taken during Executive Session.

Being no further business to come before County Council, Councilmember Ron Charlton moved to adjourn the meeting.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 1/14/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #18-026 T, Architectural Services, "As Needed" - Task Order #3

CURRENT STATUS:

There is an existing Indefinite Delivery, Indefinite Quantity (IDIQ) agreement for Architectural Services, "As Needed" for Tych & Walker Architects, LLP. Individual task orders are assigned on a per project basis. The task order being proposed is over the \$50,000.00 County Administrator approval level and thus must be approved by County Council.

POINTS TO CONSIDER:

Tych & Walker Architects, LLP was awarded an Indefinite Delivery, Indefinite Quantity (IDIQ) agreement for Architectural Services by County Council in the April 24, 2018 County Council session. The current agreement is to be used on an "As Needed" basis by the County via approved task orders.

The Director of Library Services requested a proposal from Tych & Walker Architects, LLP under this existing agreement for architectural services for the renovations & addition to the Georgetown Headquarters Library.

This proposal includes work such as city coordination, design, construction documents, bidding/negotiation, civil engineering, infiltration study, wetland study an USACOE submittal, and furnishing, fixtures, and equipment design and coordination.

FINANCIAL IMPACT:

These services will be fully funded in GL account number 89010.501-50703.

OPTIONS:

- 1) Approve Task Order #3 to Tych & Walker Architects, LLP in the amount of \$127,900 as proposed.
- 2) Decline staff's recommendation.

STAFF RECOMMENDATIONS:

The Director of Library Services recommends using Tych & Walker Architects, LLP under their awarded IDIQ Contract #18-026T for Architectural Services. Tych & Walker have been the architects of design for all past County libraries.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Task Order #3 for Contract #18-026T With Proposal Attached	Cover Memo



Georgetown County, South Carolina
Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
18-026T	3	
Project #	GL Account	Purchase Order
Georgetown Library Renovations	89010.501.50703	2020-00000353
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$21,650.00	\$127,900.00	\$149,550.00

Administration Use ONLY		
	Signature	Date
Budget Verified:		1/9/20
Change Originator:		01/08/20

Consultant Name:	Tych & Walker Architects, LLP
Contract Title:	Architectural Services, "As Needed"
Task Order Name:	Architectural Services for Renovations & Addition to the Georgetown Headquarters Library
Scope of Work:	As outlined in the "Proposal for Architectural Services for the Renovations & Addition to the Georgetown Headquarters Library" dated December 3, 2019, the scope of architectural services will provide "for the design, construction documents, bidding and construction administration services."
List Authorized Sub-Consultants:	Not applicable
Deliverables:	1. Architectural Design Phase Services; 2. Construction Document Services; 3. Bidding Services; 4. Structural Design Services; 5. Construction Observation Services; 6. Plumbing, Mechanical, & Electrical Engineering Services; and 7. Civil Engineering and Design -- Storm water, drainage, and pavement plans
Justification for Change:	This architect's provision of the project's initial conceptual designs was approved by the County Administrator in task order #2. Once completed, the renderings were endorsed by the Library Board. Then, County Council supported the project fully based on a presentation of that work. Such effective results stem from the architect's prior excellent achievements for all other Georgetown County Libraries: Carvers Bay, Andrews, and Waccamaw.
Start Date: NTP/PO	Completion Date: March 2021

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

Georgetown County, SC Signatures: Dwight McInvaill Director of Library Services _____ John Thomas County Council Chair	Tych & Walker Architects, LLP See Attached (Signature) 12/13/19 Date NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.
01/08/20 Date	
Date	

PROPOSAL FOR ARCHITECTURAL SERVICES

FOR

**Renovations & Addition
to the
Georgetown Headquarters Library**

405 Cleland Street
Georgetown, SC 29440

December 3, 2019

TYCH & WALKER ARCHITECTS, LLP
P.O. Box 509
38 Blackgum Road, Unit B
Pawleys Island, SC 29585

PROJECT DESCRIPTION

The project is based on a conceptual diagram (attached) that was presented and approved by the Georgetown County Library Board on November 21, 2019. The project will encroach on the County park located at the corner of Fraser Street and Cleland Street.

The project incorporates an approximately 3,400 sf addition for a public Gathering space, 3 administrative offices, a kitchenette and 2 individual public restrooms. The addition will be connected to the existing Library via the door from the existing Conference Room. This will provide a separate entry that could be shut off from the remaining building for night meetings. The connector from the existing building to the new addition will most likely require a firewall to alleviate the potential requirement of a fire suppression system.

The project will also include interior upfit of the existing library at the existing Conference room which will be converted to 3 small meeting rooms, rearranging the Staff area to accommodate an office in the existing garage and to reassign the room vacated by the Director. The existing spaces will also include replacement of carpet flooring to LVT flooring, removal of the existing wallpaper and subsequent painting, upgrading the lighting and reviewing the existing HVAC system in which the equipment will be replaced by the County Maintenance Facilities team.

The project has a total construction budget of \$1,160,000, that is limited to the amount bequeathed to the Library by Mrs. Moody, as well as available maintenance monies budgeted by the County. The A/E fees will be deducted from the total construction budget above.

SCOPE OF ARCHITECTURAL SERVICES

Tych & Walker Architects, L.L.P. will provide services for the design, construction documents, bidding and construction administration services to include structural, plumbing mechanical and electrical engineer services. Civil Engineering is included in the fee proposal. The Owner has provided pdf files for the existing base structure building that will be incorporated.

CLIENT RESPONSIBILITIES

To facilitate any additional survey information required will be the responsibility of the Owner, for instance, elevation certificates, topographic information. Soil assessment and suitability shall be determined by a Soil Consultant Engineer and the Client will be responsible for payment of the services. The Architect will coordinate these services.

BASIC SERVICES

The Design Phase: will incorporate the development of the design as described above, that is based on the attached conceptual design.

Construction Document Phase: The Construction Document Phase will include the preparation of construction documents, and coordination with PME Engineers and Structural Engineers. The project will be ready to submit for permitting and construction. Once approved by the Owner, the project will be out for bid.

Bidding Phase: The bidding phase will include preparation of bid documents for public bid in accordance with the Georgetown County procurement. Bids will be received and reviewed with the Owner, and a recommendation will be made.

Construction Administration Phase: Site visits will be made during the construction process to observe work in progress for compliance with the design intent. This phase will include the reviewing of submittals and shop drawings, and the answering of field questions, and for review of payment applications.

SERVICES INCLUDED IN ARCHITECTURAL BASIC SERVICES

1. Architectural Design Phase Services
2. Construction Documents Services
3. Bidding Services
4. Structural Design Services
5. Construction Observation Services
6. Plumbing, Mechanical, Electrical Engineering
7. Civil Engineering and Design - Storm water, drainage, pavement plans

SERVICES NOT INCLUDED WITHIN THE BASIC SCOPE OF THE PROPOSAL

1. Fire protection engineering services
2. Subsurface exploration.
3. Landscape Architecture.
4. Extensive Structural Engineering Analysis
5. Surveying
6. Environmental testing (asbestos etc.)
7. Roofing Consultant

FEE SCHEDULE

The fees associated with work described in this proposal will be as follows:

a lump sum of one hundred and twenty seven thousand nine hundred dollars (\$127,900.00)

City Coordination (PD Development)	\$ 3,200.00	
Design Phase	\$ 17,000.00	
Design Development	\$ 17,000.00	
Construction Documents	\$ 34,000.00	
Bidding/Negotiation	\$ 4,250.00	
Construction Administration	\$ 12,750.00	
		\$88,200.00
Civil Engineering	\$ 21,500.00	
Infiltration Study (existing parking lot)	\$ 1,200.00	
Wetland study and USACOE submittal	\$ 4,500.00	
		\$27,200.00
FFE design and coordination	\$ 12,500.00	
		\$12,500.00

SCHEDULE

The schedule is directly affected by the Owners approval of design, the relationship of the design to construction cost budget, Contractors schedule, and the Owner provided information from the Surveyor and Soils Engineer. The Architect will perform services with reasonable diligence consistent with sound professional practices.

OPINIONS OF PROBABLE COST

In providing Opinions of Probable Construction Cost, the Client understands that the Architect has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Architect's qualifications and experience. The Architect makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Architect agree that all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Client and the Design Professional further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

JOB SITE SAFETY

Neither the professional activities of the Architect, nor the presence of the Architect or his or her employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligation, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

INFORMATION PROVIDED BY OTHERS

The Owner shall furnish, at the Owner's expense, all information requirements, reports, data, surveys and instructions required by the Agreement. The consultant may use such information requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

CONTINGENCY FUND

The Owner and the Architect acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Owner agrees to set aside a reserve in the amount of 5% percent of the actual project construction costs as a contingency

reserve to be used, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

STANDARD OF CARE

Services provided by the Architect under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances within the State of South Carolina.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional. The Design Professional's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Design Professional because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

UNAUTHORIZED CHANGES

In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved by the Design Professional, the Client recognizes that such changes and the results thereof are not the responsibility of the Design Professional. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability and cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Design Professional.

CODES AND STANDARDS COMPLIANCE

The Design Professional shall put forth reasonable professional efforts to comply with codes, regulations laws in effect as of the date of the signed contract.

CONSTRUCTION OBSERVATION

The Architect does not guarantee or warranty the performance of, or schedule adherence of the General Contractor, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

CONSEQUENTIAL DAMAGE

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Architect or sub-consultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

MEANS, METHODS & TECHNIQUES

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

TERMINATION

Either the Client or the Architect may terminate this Agreement at any time with or without cause upon giving other party seven (7) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Architect for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

REIMBURSABLE EXPENSES

1. Travel, travel time including mileage, postage, and any overnight express deliveries.
2. All reproduction expenses necessary for execution of the project, including photographic work, printing, copying, etc. (prints for contract bid documents and construction sets).
3. Any additional consultant fee deemed necessary to complete the project and authorized by the Owner in writing.
4. Any major revisions to previously approved drawings as requested by the Owner will be billed at \$120.00 per hour.
5. Modification to the Scope of work will result in additional services if work has commenced in each respective phase of work. Owner approval required.

Proposal for Services
December 3, 2019

Payment to the Architect shall be monthly as the work progresses and shall not exceed the fees previously itemized for each portion of the work. Any unpaid balance delinquent over thirty days will be charged 1.5% interest per month. Any unpaid invoices over thirty days the Architect reserves the right to stop work until agreeable payment terms have been met. Reimbursable expenses will be paid monthly as they are incurred at a rate of 1.2 of costs where applicable. If this proposal meets with your approval, please sign and return the original to our office.

PROPOSAL BY:

Tych & Walker Architects, LLP

By: 

Michael C. Walker, AIA

Date: 1.9.2020

ACCEPTED BY:

By: _____

John Thomas, Chairman
Georgetown County Council

Date: _____

TYCH &
WALKER

ARCHITECTS, LLP

Item Number: 6.b
Meeting Date: 1/14/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-060, Two (2) Fire Department Squad Trucks.

CURRENT STATUS:

These vehicles being considered for replacement of a 2000 Ford F-150 and a 2011 Ford F-350 as part of the previously approved Capital Equipment Replacement Plan (CERP) annual assessment and review process. .

POINTS TO CONSIDER:

1) These items will be procured using the Cooperative Agreement through HGAC Buy Contract # FS12-19,, under the existing Procurement Code: Sec. Sec. 2-75. Cooperative Purchasing Agreements

Independent of the requirement of sections 2-48, 2-51, 2-53 through 2-55, and 2-77 of this manual, and as prescribed in Title 11, Chapter 35, Article 19, Section 11-35-4610 and 4810 of the State Consolidated Procurement Code, 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.

The quote was provided by Rosenbauer of Lyons, SD
in the amount of \$207,134.00 per each Squad Truck
Sub-total amount inclusive of shipping \$414,268.00
Sales Tax payable to SC By Georgetown County \$1,000.00
Total \$415,268.00

FINANCIAL IMPACT:

This project is fully funded in the FY20 budget in GL Account # 499-999-50713 with an available funding amount of \$250,000 per truck totaling \$500,000.

OPTIONS:

- 1) Award to Rosenbauer @ \$414,268.00
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

Fire Chief Mack Reed of Georgetown County recommends award go to Rosenbauer, for a total amount of \$414,268.00 inclusive Shipping and Training. \$1000.00 sales tax payable to SC by Georgetown County. This purchase will be made under cooperative agreement HGAC Buy Contract FS12-19.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Solicitation	Cover Memo
▣ Quotes and Specifications	Cover Memo
▣ Recommendation	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement # 19-060

Procurement for: Two (2) Fire Department Squad Trucks

Department: County Fire

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 250,000.00 Per Truck FY 2020

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer

☐-Cash Purchase

☐-Municipal Lease/Purchase Financing -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499-999-50713	\$500,000.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant.	
Grant Approval Attached: <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

250,000 will roll over from FY19
kQ

☐- New Acquisition If Replacement: ☒- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2000 Ford F-150 and 2011 Ford F-350

VIN/Serial No. 1FDWF35F0YEE44009 / 1FD6W3G64BEB25999

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

Bank Currently Holding Title: Bank Title Request - 44009, Yes, Lien title for 25999

[Signature] 8/5/19
Department Director/Elected Official

8/06/19
Date

[Signature]
Budget Officer

8/5/19
Date

[Signature]
Purchasing

8/16/19
Date

[Signature]
Finance Director

8/17/19
Date

[Signature]
County Administrator

8/18/19
Date



Georgetown County Fire and Emergency
3605 Highmarket Street
Georgetown, SC 29440

January 2, 2020

Georgetown County Fire and Emergency

Please review the Rosenbauer South Dakota proposal for two (2) Rosenbauer Light Duty Squads. The following package represents HGAC Bid proposal contract number FS12-19. Rosenbauer South Dakota bid package is available, upon request from HGAC. This proposal was designed to your specific requirements and reflects the requested specification of the Georgetown County Fire and Emergency Services.

In meeting the HGAC bid process, the price for two units is \$414,268.00 per the following breakdown:

Two (2) Rosenbauer Light Duty Squads on Dodge chassis	\$ 414,268.00
Pricing includes: Delivery to Fire Department	
On-Site Familiarization Training	

*Pricing does not include SC Sales Tax.

Lead Time is 395 Days ARO

Upon your approval please issue a PO for this apparatus to:

Rosenbauer South Dakota, LLC
100 3rd Street
Lyons, South Dakota 57041

Please include in your PO Rosenbauer HGAC bid number (FS12-19.69) along with the product reference code (FS19ZD09).

Sincerely Yours

Kent Cummings

Kent Cummings

Authorized Dealer

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

Commercial Rescue Specifications created for:

Georgetown County Fire Department



Dealer:



3325 Carter Road, Sumter SC 29150

(803) 494-7600 office (803) 494-7605 fax

www.pfasc.com



OVERALL HEIGHT

Apparatus shall have an overall height of 106.5 inches

OVERALL LENGTH

Apparatus shall have an overall length of 26 feet 9-1/4 inches

OVERALL WIDTH

Apparatus shall have an overall width of 95 inches.

WHEELBASE

Apparatus shall have a wheelbase of 197.4 inches.

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

NFPA SPECIAL SERVICE EQUIPMENT ALLOWANCE

In compliance with NFPA #1901 standards, the apparatus shall be engineered to provide an allow of 2500 pounds of fire department provided loose equipment.

CONTRACT CHANGE NOTICE

The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or



Commercial Rescue Specifications for:
Georgetown County Fire Department

manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

After execution and acceptance of this Purchase Process, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FINANCIAL STABILITY SPECIFICATIONS

With high-profile instances of fire apparatus manufacturers encountering financial difficulties, it is imperative that fire departments be diligent in evaluating the financial position of the companies they solicit to build on their emergency response vehicles. A contract entered into with a company on shaky ground is a dangerous prospect, since conducting business with a manufacturer in such condition could open the department to monumental problems.

Take, for instance, the growing theme of manufacturers *requiring* as opposed to *offering* pre-payment and progressive payment options with a corresponding discount off the price of a vehicle. Such offers are made with an ulterior motive in mind, as it can be generally inferred that manufacturers requiring pre-payments and progressive payments do so because they need your cash *today* to fund production of other vehicles already in the backlog.

Should problems arise, as has been the case in situations too numerous to mention, your department risks losing any down payments already made or even the entire cost of a piece of equipment should certain pre-pay discount situations go awry.

While pre-payment discounts may be enticing, it is important to know just how stable the manufacturer seeking your funds is before you make that commitment. If you enter into one of these agreements and the manufacturer hits a rough patch, it is you that will be hurting, because



Commercial Rescue Specifications for:
Georgetown County Fire Department

your funds may not be recoverable. However, if you enter into a contract with a financially sound manufacturer, you will reap all of the benefits of a well-built truck at a lower cost. You may equally, by taking advantage of the time-value of money, be able to afford more truck than initially thought, because funds saved by leveraging pre-payment options could allow you get some added features that you might not necessarily have been able to afford.

With this in mind, it must be noted that Rosenbauer is a company with rock-solid financial stability. This is a statement not made lightly, as we can prove it to you. We can provide language that you can insert into your bid specifications that stipulates that in order for bids to be accepted by a fire department, the company bidding must meet several fiscal criteria.

The first criteria call for the successful bidder to meet a debt-to-equity ratio not exceeding a 2.0 rating. Rosenbauer presently stands at a 1.51 rating, which is well-below the accepted rating. This low number results from Rosenbauer owning more assets with a marginal debt service. This means we are not using lenders to fund our operations, nor our growth.

The second requirement is that the debt coverage ratio of the successful body builder exceeds a 100 rating. The higher the number, the better able a company is to meet its payment obligations with banks and creditors. Rosenbauer's number is at 279.6, which is nearly three times the required amount. The higher the debt coverage ratio, the easily and more fluidly a company is positioned to pay its monthly obligations and operating costs.

The third criteria require that the equity ratio of the successful bidder must exceed .30 rating. A higher equity ratio indicates that the body builder has increased flexibility to meet its financial obligations which translates into greater financial stability. Rosenbauer currently has an equity ratio of .387 which is well above the accepted rating and an excellent indicator of financial strength.

When exploring and evaluating various manufacturers to consider for building your apparatus, there is little doubt you will find one that stands on as firmly a financial ground as Rosenbauer. While others are experiencing stressful issues that raise doubts as to the company's long-term viability, Rosenbauer continues to demonstrate a strengthening of its financial position in the apparatus manufacturing industry. Because Rosenbauer meets and exceeds all the above-stated financial bid requirements, we are best positioned to ensure customers of a strong relationship with the company, which cannot be claimed by most of our competitors in this volatile market.

The Rosenbauer America Dun and Bradstreet number is 02-447-3584. To acquire a Dun and Bradstreet report, telephone them at 1-800-234-3867 (in Canada 800-463-6362) or visit their web site address at www.dnb.com. Dun and Bradstreet is nationally-recognized, independent financial analysis company.

CENTER OF GRAVITY

The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus Standard.



A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80-percent of the rear axle track width.

ENGINEERING BLUEPRINTS

ROSENBAUER has submitted "proposal" blueprints which are "representative" of the vehicle being proposed and these have been generated on computer-aided-design (CAD) equipment.

The blueprints are provided as follows:

Sheet No. 1: Left side exterior view
 Right side exterior view
 Rear exterior view

ROSENBAUER shall be provide construction drawings for approval prior to actual construction of the vehicle.

The design of the equipment is in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment.

All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through-frame connector is necessary.

Parts and components will be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.

CHANGE ORDERS

To ensure the proper engineering and construction of the purchaser's custom fire apparatus in a timely manner, the contractor shall consider the order final and complete after any changes made during the pre-construction conference are mutually approved. Change orders requested after the pre-construction conference are discouraged. It shall be understood and agreed that any changes, if approved, after the order has been released to Engineering, shall constitute a valid cause for production delay and without penalty to the contractor.

FIRE APPARATUS SPECIFICATIONS

GENERAL REQUIREMENTS

Each bid must be accompanied by bidder's accurate written specifications covering the apparatus and equipment, which it is proposing to furnish and to which the apparatus furnished under the Contract must conform.

It is the intent of these specifications to cover the furnishing and delivery to the purchaser, complete apparatus equipped as specified. All specifications herein contained are considered as minimum. Some items have been specified by brand name or model number. These have been carefully selected because of their reliability, compatibility with present equipment, and local availability of parts.

No exceptions will be allowed relating to the make and model of fire pump, valves and plumbing, gauge and types of materials, size of compartments, methods of construction, and overall design features of the apparatus.

Exceptions taken in areas other than listed above must be listed on a separate page and marked "Exceptions To Specifications". Every exception taken shall be listed as to page number and paragraph. Failure to provide the required exception list with the bid proposal will be cause for rejection of that proposal.

Such details and other construction features not specifically covered herein shall conform with all State and Federal requirements, and the NFPA Pamphlet No. 1901 "Standard for Automotive Fire Apparatus" in effect at the time the contract is signed.

Any test equipment required, or expense incurred for the UL pump test shall be borne by the contractor supplying this equipment.

RELIABILITY OF CONTRACTOR

Contractor shall furnish satisfactory evidence that he has the ability to construct the apparatus specified and shall state in the bid proposal the location of the factory where the apparatus is to be built, and also where future service work will be performed.

Proposals will only be considered which are submitted by full time fire apparatus manufacturers who are current members of the Fire Apparatus Manufacturers Association (FAMA). FAMA is a nonprofit organization designed to keep fire truck manufacturers abreast with latest technologies and governing standards, and to act as a liaison to the IAFC and NFPA. Bidder must have the ability to show evidence of their affiliation to the FAMA in the bid proposal.



Commercial Rescue Specifications for:
Georgetown County Fire Department

All bidders shall provide with their proposal, pictures of similar apparatus as that being specified, and the names of ten cities where similar apparatus have been furnished. Bidders shall provide the name and telephone number of a contact person for each City listed. Failure to provide a user list with the bid proposal shall be cause for rejection of that proposal.

INSURANCE REQUIREMENTS

Each bidder must submit with their bid proposal a Certificate of Insurance listing the proposed manufacturer's product liability insurance coverage. Liability insurance shall be a minimum amount of twenty-six (26) million dollars with coverage attained with a minimum of \$2,000,000.00 general insurance and \$25,000,000.00 umbrella coverage. Submitted Certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy. Bids submitted without the required Certificate, or for Certificates listing less than two (2) million dollars of general coverage, plus the ten (10) million-dollar umbrella coverage, will be considered non responsive and automatically rejected. No exceptions are allowed to the minimum insurance coverage requirement.

The manufacturer shall maintain full insurance coverage on the purchaser's cab and chassis from time of first possession by the manufacturer until the apparatus is delivered and accepted by the purchaser. No exceptions. Purchaser reserves the right to require proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the apparatus.

DRAWINGS

A CAD produced line drawing of the exact apparatus being proposed must be furnished with the bid. Since the blueprint drawing is required of all bidders, any bid submitted without a drawing as specified will be considered non-responsive and automatically rejected. Drawing must include the left side with chassis cab, right, and rear views of the vehicle. Drawing must be a large size "D", and shall be a drawing of the exact apparatus as proposed, not a drawing of another similar unit. All submitted drawings will become a part of the bid proposal.

WARRANTY

As a condition of the acceptance of the apparatus, the contractor shall furnish the following warranty:

We the manufacturing company, warrant each new piece of fire apparatus manufactured by us to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repair or replacing, as the Company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid and as to which examination



shall disclose to the company's satisfaction to have been defective, provided that such part or parts thereof shall be returned to us not later than one year after delivery of said vehicle. Such defective part or parts will be returned or replaced free of charge and without charge for reinstallation, to the original purchaser.

This warranty will not apply:

- To normal maintenance, service or adjustments.
- To any vehicle which has been repaired or altered outside of our factory in any way so as in our judgment, to affect its stability, which has been subject to misuse, negligence, or accident, which has been operated at a speed exceeding the factory rated speed, or which has been loaded beyond the factory rated load capacity.
- To the truck chassis and associated equipment furnished with the chassis, including, but not limited to; engine transmission, axles, frame rails, alternator, batteries, or other trade accessories in as much as they are warranted separately by their respective manufacturers.

This Warranty is in lieu of all other warranties expressed or implied and of all other obligations or liabilities on our part and we neither assume nor authorize any other person to assume for us any liability in connection with the sale of our apparatus.

DESIGN REQUIREMENTS

Specified design features of the apparatus have been carefully selected because of their safety, integrity and consistency with existing apparatus. It is expected that all bidders will adhere to the compartmentation layout, etc., since these features can be produced by all fire apparatus manufacturers.

All aspects of the vehicle shall be properly engineered with priority given to firefighter safety, as well as ease of operation and maintenance of the apparatus. The vehicle shall be free from hazardous protrusions, angles or sharp corners that might bring injury to a firefighter or equipment. Previously delivered units will be judged for compliance to these factors.

All water, air, fuel, hydraulic and/or oil lines on the chassis and apparatus shall be properly located, and securely tie wrapped to prevent scuffing or abrasion. Durable type grommets or loom material shall be used to protect the lines wherever a line passes through the apparatus body or frame rail sections.



Commercial Rescue Specifications for:
Georgetown County Fire Department

All grease fittings, bleeders, filler plugs, drains and check points shall be located so as to be easily accessible. No special tools shall be required to access these components for normal service or maintenance of the vehicle.

All parts and components on the vehicle shall be positioned for ease of inspection, and recognition of wear or failure. Easily removable access or cover plates shall be provided for all items requiring periodic service or adjustment. Access panels shall be of the hinged or quick disconnect design-allowing ease of access.

Design of the apparatus shall be such that no disassembly of the body or any of its parts is required for normal maintenance.

All components of the chassis and apparatus shall be protected against rain, snow or other adverse weather conditions.

ACCEPTANCE TESTS AND REQUIREMENTS

Acceptance tests on behalf of the purchaser shall be prescribed and conducted prior to delivery or within 10 days after delivery, by the manufacturer's representative in the presence of such person or persons as the purchaser may designate in the requirements for delivery.

The apparatus, loaded with a full complement of hose and men, a full water tank, and equipment as specified in "Carrying Capacity" on this page, shall meet the tests on paved roads, dry and in good condition. Tests shall be on the basis of two runs, in opposite directions over the same route, the engine not operating in excess of the manufacturer's maximum rpm.

From a standing start, through the gears, the vehicle shall attain a true speed of 35-mph within 25 seconds. From a steady speed of 15-mph the vehicle shall accelerate to a true speed of 35-mph within 30 seconds.

The vehicle shall attain a minimum top speed of 50-mph on a level road.

The apparatus shall be able to maintain a speed of at least 20-mph on any grade up to and including 6 percent.

Manufacturers pump test and Certification tests shall be conducted by the manufacturer in accordance with requirements of NFPA #1901. Certificate of testing shall be furnished to the purchaser.

NOTE

Responsibility for the apparatus and all equipment shall remain with the contractor until the apparatus and equipment is delivered to the purchaser.

FAILURE TO MEET TESTS

In the event the apparatus fails to meet the test requirements on first trial, a second trial may be made at the option of the Contractor within thirty days of the date of the first trial. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to make such changes as the Chief of the Fire Department and/or the purchaser may consider necessary to conform to any clause of the specifications within thirty days after notice is given to the Contractor to make such changes shall also be cause for rejection of the apparatus.

DOCUMENTATION

The manufacturer must supply at time of delivery, at least one copy of:

- Engine manufacturer's certified brake horsepower curve showing the maximum no load governed speed.
- Manufacturer's record of pumper construction details.
- Pump manufacturer's certification of suction capability.
- Pump manufacturer's certification of hydrostatic test.
- If specified certification of inspection and testing by the Underwriter's Laboratories Incorporated.
- A copy of the apparatus manufacturer's approval for stationary pumping applications.
- Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle (with water tank full but without personnel, equipment, or hose).
- At least two copies of the complete operation and maintenance manual covering the completed apparatus as delivered, including the pump and fire fighting equipment delivered with the apparatus.

NO EXCEPTIONS WILL BE ALLOWED TO ANY OF THE DOCUMENTATION REQUIREMENTS.

A test data plate shall be provided at the pump operator's position that gives the rated discharges and pressures together with the speed of the engine as determined by the manufacturer's test for this unit. Plate must comply with requirements of NFPA #1901.

A permanent data plate shall be affixed in the drivers compartment specifying and quantity and type of the following fluids used in the vehicle.

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid
- Pump Primer Fluid
- Drive Axle Lubrication Fluid
- Air Conditioning refrigerant
- Air Conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism fluid
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant

Permanent placards shall be affixed and visible to all seated occupants instructing the occupants to wear their seat belts.

A permanent placard shall be affixed to the rear step area to instruct that riding on the rear step is prohibited.

PAYMENT

Final payment for the apparatus shall be made at time of delivery of the completed vehicle. Due to insurance liability, the apparatus will not be left at the purchaser's location without full acceptance and payment or prior agreement between the Purchaser and Bidder.

Final delivery price shall not include any Local, State or Federal taxes. The Bidder shall not be liable for any State or Federal mandated tax or program after sale or delivery of the apparatus.

ISO COMPLIANCE

The manufacturer shall operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid.



Commercial Rescue Specifications for:
Georgetown County Fire Department

ROSENBAUER SOUTH DAKOTA COMPANY OVERVIEW

Please allow us to share with you a brief summary of the history and condition of Rosenbauer South Dakota, LLC formally known as Central States Fire Apparatus, LLC, Rosenbauer America Companies.

Rosenbauer South Dakota, LLC is located in Lyons, S.D., where it manufactures a complete line of fire apparatus including pumpers, tankers, rescue units, etc. The company operates in modern facilities consisting of 155,000 sq.ft., which features computer controlled fabricating equipment, down-draft paint booths and CAD system. Production currently averages over fifty (50) units per month.

Rosenbauer South Dakota began manufacturing fire apparatus in 1979 and incorporated under the laws of South Dakota in 1982. The company specializes in extruded aluminum construction that has been field proven for over twenty-eight years.

In view of the changes that our industry has gone through in the past few years, we felt it was important to take advantage of economies of scale, yet be aligned with an organization that is 100% committed to the fire service. Thus, on 5-1-98 Rosenbauer South Dakota merged with Rosenbauer, International of Leonding, Austria and (Rosenbauer Minnesota (General Safety)) of Wyoming, Minnesota. Rosenbauer South Dakota looks forward to the opportunity of expanded growth in the domestic and international markets.

Rosenbauer South Dakota is a profitable, financially secure company, and is listed and rated by Dun & Bradstreet. For your convenience, Rosenbauer South Dakota's Duns number is 10-229-2117. Rosenbauer South Dakota's Bank is the Home Federal Savings Bank in Crooks, SD. The contact person at the bank is Mr. Randy Snyders. Rosenbauer South Dakota's Federal ID# is 46-0448012.

Thank you for considering a Rosenbauer unit. We are sure that you will be more than pleased with a quality apparatus from Rosenbauer.

Feel free to contact us with any questions or concerns you may have regarding our proposal for fire apparatus.

TOLL FREE SERVICE NUMBER

Due to the nature of emergency fire and rescue services being subject to respond at any time of the day or night, the municipality requires that this also applies to the selling Dealer and the manufacturer.

On a typical day to day basis the request for service is expected to be requested from the selling Dealer. However, if the Dealer's service center is not readily available the municipality needs assurance that the OEM (Original Equipment Manufacturer) can be reached for assistance.



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With that said, each bidder shall supply a toll-free telephone number that provides OEM emergency service assistance. This number, when called, shall be directed to a call center, then to an OEM service technician, 24 hours a day, 365 days a year.

There shall be a minimum of ten (10) OEM service technicians at any time in the queue to answer an incoming emergency service call. One of which shall be the OEM's National Service Manager.

In the interest of providing the minimum level of acceptable service for the new apparatus this shall be considered a requirement of the successful bidder/proposal.

BODY WARRANTY

We warrant each new motorized fire apparatus manufactured by ROSENBAUER AMERICA, LLC for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER AMERICA, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER AMERICA, LLC.



ALUMINUM BODY WARRANTY - TEN YEAR

Rosenbauer America, LLC warrants to the original purchaser only, that the all aluminum body, fabricated by Rosenbauer America, LLC, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for a period of TEN (10) years.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this body.

ROSENBAUER AMERICA, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this body, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

Rosenbauer America, LLC will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Rosenbauer America, LLC will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

PAINT WARRANTY SEVEN YEAR

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of SEVEN (7) years beginning the day the vehicle is delivered to the purchaser.

The full apparatus body, manufactured and painted by Rosenbauer America, LLC, shall be covered for the following paint failures as outlined on the guarantee certificate:

- Peeling or delaminating of the topcoat and/or other layers of paint.



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- Cracking or checking.
- Loss of gloss caused by cracking, checking, or hazing.
- Any paint failure caused by defective PPG Fleet Finishes, which are covered by this guarantee.

All guarantee exclusions, limitations, and methods of claims are covered in the full certificate provided to the original purchaser.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

COMPLETE PRINTED MANUAL

ROSENBAUER shall provide with the vehicle upon delivery, one (1) complete delivery manual. This manual shall be in a notebook type binder, with reference tabs for each section of the vehicle. In addition to the printed material, the manual shall be provided in electronic format.

Within each section shall be:

- Individual component manufacturer instruction and parts manuals
- Warranty forms for the body
- Warranty forms for all major components
- Warranty instructions and format to be used in compliance with warranty obligations
- Wiring diagrams
- Installation instruction and drawings for major parts
- Visual graphics and electronic photos for the installation of major parts
- Necessary normal routine service forms, publications and components of the body portion of the apparatus
- Technical publications for training and instruction on major body components
- Warning and safety related notices for personnel protection
- Cab and chassis manuals on parts, service and maintenance shall be provided

"ON-LINE" SERVICE MANUAL SUPPORT

As part of the standard delivery manual, **ROSENBAUER** shall give a password-protected link to the end user, allowing access to the manufacturers' database on service parts. The internet-based system shall allow the end user to access the major component supplier's service parts listing such as Hale, Waterous, Akron, etc. This shall be accomplished with simplistic point and click features on the manufacturer line item within the "stripper" or "line item sheet". This will include, automatic updates, printable schematics and manufacturer's web links and is available in the commercially available format of Adobe Acrobat Reader to access these documents. Rosenbauer America, LLC shall submit with the bid proposal, a sample set of on line Adobe formatted material that has been printed from the manufacturer's website.

Parts Listings within Manuals

The manuals will include cross-reference part numbers from the **ROSENBAUER** part number to the vendor parts. Example: **ROSENBAUER Hydraulic Ladder Rack, Part #LR-MN-0002** cross-referenced to Ziamatic Corporation Part 098-MN2345. This will allow for reference between individual parts and complete installation assemblies as completed by the body builder. The manuals will list all components of the vehicle that includes a vendor part utilized in a complete installation via the manufacturer's "line item sheet" or "stripper" utilized to manufacture the completed vehicle. These are "As Built" and proposals with "typical" or "generic" manuals will be rejected.

Illustrative Schematics within Manuals

ROSENBAUER shall include installation diagrams and drawings of all major sub assemblies. This will include components such as hydraulic ladder rack assemblies, pump panels, tanks, fire pumps, etc. The drawings shall be linked via an Internet based service program, in an electronic format from the manufacturers "stripper" (line item listing) of the manufacturing document. **ROSENBAUER** shall submit, upon request, a sample schematic.

Digital Images within Manuals

In addition to two and three-dimensional installation drawings, **ROSENBAUER** shall make accessible, via an internet based link, the actual photos of the installed components listed within the "stripper" or line sheet. This will include, but not limited to wiring terminals, main body distribution strips, fire pump shifting, auxiliary components, etc. **ROSENBAUER** shall submit a sample of these upon request.

Installation Instructions within Manuals

ROSENBAUER "work instructions" or "installation instructions" shall be included with the service manuals. These documents shall be accessible via a web-based link to the individual vehicle manufactured. The work instructions shall give systematic instructions of the component installation process. **ROSENBAUER** shall submit, upon request, a sample set of instructions.

Automatic Updates of Manuals and Parts Listings

The online manuals will include automatic updates that are accessible via the web link. When clicking on the part within the manufacturer's stripper or line sheet, it will allow the end user to access the component manufacturer website for updated information. This will allow for latest parts and service components from the individual part manufacturer or vendor.

Electrical Schematics

To maintain the vehicles electrical systems, the manufacturer shall provide to the purchaser the instructional manuals, complete electrical information and schematics on the vehicle. The electrical information shall be provided as follows:



Wiring Systems 12 and 120 Volt:

- Graphic symbols for electrical diagrams.
- Wire labeling, imprinting codes and index.
- Computer generated electrical schematics indicating the circuit number, wire size, switches, circuit breaker and terminals on the vehicle.

ROSENBAUER shall submit, upon request, a sample set of diagrams.

CHASSIS

A chassis shall be furnished per the attached specifications.

Vehicle: 2020 5500 CREW CAB CHASSIS 4x4 (197.4 in WB - CA or B4 in) (DPOL94)
Sales Code Description MSRPUJSD)

Model: DPOL94 5500 CREW CAB CHASSIS 4X4 (197.4 in WB - CA of 84 in) 46.920

Package: 2Y8 Customer Preferred Package 2Y8

ETN 6.7L 16 Cumming Turbo Diesel Engine

DF2 6-Spd Auto Aisin ASSSRC HD Trans

Paint/Seat/rim: PR4 Flame Red Clear Coat

APA Monotone Paint

"V9 Cloth 40120140 Bench Seat

—X8 Black/Diesel Gray

Options: WP4 19.5X6.0 Forged Alum Polished Wheels

AH2 Ambulance Prep Group

AHQ Max Tow Package

NLL 52 8. 22 Gallon Dual Fuel Tanks

XHC Trailer Brake Control

XF7 Dual Alternators Rated at 440 Amps

5N6 Easy Order

4PM Fleet Option Editor

4FT Fleet Sales Order

174 Zone 74-Denver

EA Sold Vehicle

Non Equipment: 4WA Misc Commercial Account

Order Type: Fleet PSP Month/week:

Scheduling Priority: 1

Sold Order Build Priority: 99

USA

197.4 in WB - CA

Model: DPOL94 5500 CREW CAB CHASSIS 4X4 (197.4 in WB - CA of 84 in)

Package: 2Y6 Customer Preferred Package 2YG

ETN 6.7L 16 Cummins Turbo Diesel Engine

DF2 6-Spd Auto Aisin ASSBRC HD Trans



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Paint: Scat Jr Trlm: PR4 Flame Red Clear Coat . 1}
APA Monotone Paint
*ve Cloth 40120140 Bench Seat O
—X8 Black Diesel Gray
Options: XHC Trailer Brake Control
WP4 19.5X6.0 Forged Alum Polished Wheels
AHQ Max Tow Package
AHZ Ambulance Prep Group .
NLE. 52 8: 22 Gallon Dual Fuel Tanks .
XF7 Dual Alternators Rated at 440 Amps O
5N6 Easy Order
4FM Fleet Option Editor
4f-T Fleet Sales Order
174 Zone 74»Denver
4EA Sold Vehicle
Non Equipment: 4WA Misc Commercial Account
Destination Fees:
Total Price:
Order Type: Fleet P8P Monttoek:
Scheduling Priority: 1
Sold Order Build Priority:
USA

LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or an enclosed in a terminal junction panel area. This system will permit body removal with minimal



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impact on the apparatus electrical system. All connections shall be crimp-type with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards.

The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- The electrical wiring shall be harnessed or be placed in a protective loom.
- Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Individual rocker switches shall be provided only for warning lights provided over the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. The



warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM

The apparatus shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of the applicable NFPA standards. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.

2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery



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discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

- a. Documentation of the electrical system performance tests required above.
- b. A written load analysis, including:
 1. The nameplate rating of the alternator.
 2. The alternator rating under the conditions.
 3. Each specified component load.
 4. Individual intermittent loads.

WEATHER RESISTANT ELECTRICAL JUNCTION BOX

The electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required. The main body junction panel shall be located in the pump compartment.

ELECTRICAL CONSOLE WITH EMERGENCY LIGHT SWITCH PANEL – THERMAL COATED

An electrical console shall be constructed of .125" black LineX coated smooth aluminum material, and mounted in the cab of the truck chassis. Console shall be designed and installed between the driver and passenger seats. The top face of the console shall be designed as the switch panel for all emergency light switches. The switch panel shall be hinged for easy access to the switch connections.

All emergency light switches shall be lighted, rocker style. Switches shall be internally lit when the switch circuit is in the on position. A plug-in identification label is to be provided and installed adjacent to each rocker switch with backlighting provided behind the label.

SWITCHES

A rocker style internally lighted switch shall be provided and wired through a heavy-duty relay to activate power to the emergency lights. The emergency lights shall be activated by a single "MASTER SWITCH" on the electrical console.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

MASTER ELECTRIC SWITCH

One (1) master battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

A green "Master On" light shall be provided. This light shall illuminate anytime the master switch is in the "ON" position.

BATTERY CHARGER

One (1) Kussmaul Autocharge model #091-165-12 12-amp automatic battery charger shall be wired to the 12-volt battery system. The charger unit shall be mounted in a clean dry area and will be accessible for service and/or maintenance.

BATTERY CHARGER DISPLAY

One (1) Kussmaul 091-165-016 single battery bank voltage display shall be supplied with the charger.

AUTO-EJECT

A Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 110-volt shoreline connection complete with weatherproof cover and matching plug. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug. The Super Auto-Eject shall be completely sealed to prevent contamination of the mechanism by inclement weather and road conditions. The Super Auto-Eject shall have an internal switch to open and close the AC circuit after the mating connector is inserted and before the connector is removed.

SHORE POWER PLUG

The shore power plug shall be located at the left front cab door.

12 VOLT POWER SOURCE

One (1) 12-volt power and ground connection rated at 30 amps shall be provided on the apparatus for the installation of a mobile two-way radio.



The power source shall be run through the chassis master battery switch and shall be deactivated when the master switch is in the "OFF" position.

12 VOLT POWER SOURCE

One (1) 12-volt power and ground connection rated at 30 amps shall be provided in the rear cabinet of the chassis cab.

The power source shall be run through the chassis master battery switch and shall be deactivated when the master switch is in the "OFF" position.

ENGINE COMPARTMENT LIGHT

One (1) 12-volt LED light with switch shall be mounted in the engine enclosure.

The control switch shall be mounted on the light head.

LED SCENE LIGHT

A Fire Tech FT-B-46-ML3-W 50" brow light shall be provided and installed below the light bar. The light shall produce 20,592 lumens and be powder coated white.

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control all scene light(s). The switch shall be labeled "SCENE LIGHTS".

LIGHT MOUNTING LOCATION

The mounting location for the specified light shall be on the front of the apparatus body.

SCENE LIGHT

Two (2) Fire Research Spectra LED model SPA530-Q15 side mount push up telescopic light shall be installed. The light pole shall be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole shall rotate 360 degrees. The outer pole shall be a grooved aluminum extrusion and qualify as an NFPA compliant handrail. The pole mounting brackets shall have a 3 1/2" offset. Wiring shall extend from the pole bottom with a 4' retractile cord.

The lamphead shall have eight (8) ultra-bright white LEDs. It shall operate at 12/24 volts DC, draw 13/6.5 amps, and generate 15,000 lumens. The lamphead shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamphead angle of elevation shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. The lamphead shall incorporate heat-dissipating fins and be no more than



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5" deep by 3 3/8" high by 11 1/2" wide. The lamphead and mounting arm shall be powder coated white. The floodlight shall be for fire service use.

A raised pole hazard light switch for a telescoping pole shall be installed. The magnetic switch shall be in a cylindrical housing clamped on the outer pole. A magnet shall be mounted in the extension pole. The switch contacts shall close when the pole is raised and activate the "Do Not Move Apparatus" light in the cab when the parking brake is disengaged.

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control the left side scene light(s). The switch shall be labeled "LEFT SCENE".

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control the right-side scene light(s). The switch shall be labeled "RIGHT SCENE".

BACK-UP ALARM

One (1) automatic electric back-up alarm shall be wired to the back-up light circuit, and mounted under the rear of the apparatus body.

BACKUP CAMERA

One (1) ASA color rear camera system shall be mounted on the rear of the vehicle. All system components shall be installed by the apparatus body manufacturer.

PORTABLE LANTERN, p/n 44451

Four (4) Streamlight "Vulcan" LED portable hand light shall be installed, p/n 44451. The lantern shall include a mounting bracket, with 12 volt charger wired to the battery system to allow the light to recharge when not in use.

HANDLIGHT INSTALLATION

The location of the hand light installation shall be in the apparatus body. All components shall be installed as directed by the fire department.

RADIO ANTENNA BASE

One (1) radio antenna base shall be supplied and installed on the apparatus, the antenna coax terminating in the cab. The location shall be determined by the customer.

MARKER LIGHTS

LED marker lights shall be installed on the vehicle in conformance to the Department of



Transportation requirements.

LICENSE PLATE BRACKET

One (1) stainless steel license plate bracket shall be provided at the rear of the apparatus. The bracket shall have a LED light.

TAIL LIGHTS

One (1) pair of Whelen 60BTT LED tail/brake lights shall be provided on the rear of the apparatus. The rectangular lights shall be 4" x 6" LED with a red lens.

THIRD BRAKE LIGHT

There shall be one (1) additional Whelen 60BTT LED tail/brake light provided on the rear of the apparatus. The light shall be mounted as high as practical and centered on the rear of the apparatus body. The rectangular light shall be 4" x 6" LED with a red lens.

TURN SIGNALS

One (1) pair of Whelen, 60A00TAR turn signals with populated arrow shape shall be provided. The rectangular LED lights shall be 4" x 6" in dimension and shall have an amber lens.

BACKUP LIGHTS

One (1) pair of Whelen LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

THREE LIGHT HOUSING

One (1) pair of chrome plated tail light housings shall be supplied. Each housing shall be designed to hold three (3) Whelen 600 Series rear lights located at the lower rear corners of the body.

CAB GROUND LIGHTS

Four (4) LED ground lights shall be installed on the chassis cab, one under each cab door.

MID BODY GROUND LIGHTS

Two (2) LED ground lights shall be installed under the mid-body of the apparatus. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.

REAR STEP GROUND LIGHTS

Two (2) LED ground lights shall be installed under rear step of the apparatus.



The ground lights shall automatically activate when the parking brake is applied.

REAR TAILBOARD LIGHTS

Two (2) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body.

The step/walkway light switch shall be installed and wired to the parking brake.

SCENE LIGHT

Six (6) Whelen M6ZC Series Super-LED 6-3/4" x 4-5/16" gradient scene light(s) shall be provided. The steady burn scene light shall incorporate Linear Super-LED and Smart LED technology.

The M6ZC shall be furnished with a chrome trim ring, a rubber gasket, screws, and screw grommets for installation. The M6ZC shall have the ability to be installed as a surface mount scene light.

Voltage: +12v

Size: H=4.31", W=6.70", D=1.40"

Amp Draw: 2.0 Amps

Lens Color: Clear

SCENE LIGHT LOCATION

Two (2) scene light shall be located on the left side of the apparatus body.

The scene light shall be installed on a treadplate mounting plate.

SCENE LIGHT LOCATION

Two (2) scene light shall be located on the right side of the apparatus body.

The scene light shall be installed on a treadplate mounting plate.

SCENE LIGHT LOCATION

Two (2) scene light shall be located on the rear of the apparatus body.

DOOR OPEN/HAZARD WARNING LIGHT

One (1) red flashing, warning light shall be provided and installed in the driver's compartment to indicate an open passenger or apparatus compartment door. The warning light shall also be attached to folding equipment racks and light towers as specified. The light shall be a flashing



rectangular incandescent marker light with a red lens and shall be properly marked and identified.

ELECTRIC SIREN AND CONTROL

One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.

SPEAKER

One (1) Federal Signal DynaMax 100-watt speaker, Model #ES100, shall be installed. The speaker shall feature a Neodymium driver and a high strength composite housing that is chemical resistant and maintains rigidity at high temperatures.

SPEAKER

One (1) stainless steel grille shall be installed on the speaker.

SPEAKER LOCATION

The siren speaker shall be installed on the apparatus bumper extension, as determined by the body manufacturer.

LOW FREQUENCY SIREN AMPLIFIER

One (1) Whelen "Howler" shall be installed with the primary siren. The "Howler" provides a secondary, low frequency tone to synchronize with the primary siren tone. The "Howler" works with any sweeping, Hi/Low or electronic mechanical tone generated by the primary siren and includes eight (8) different tone durations, 7.5-60 seconds. The "Howler" uses the primary siren speaker output wires and divides the frequency to one of three frequency bands via dip switch. The selections are 1/4 tone, 1/2 tone, or a composite of both.

UPPER FRONT WARNING LIGHTS

Three (3) pair of Whelen model #900 Super LED warning lights shall be installed, forward facing on the front of the apparatus body. The dimensions of the lights shall be 7" x 9".

LIGHTBAR ACTIVATION

The front upper light bar shall be activated through the master warning switch.

UPPER REAR WARNING LIGHTS

One (1) pair of Whelen model #900 Super LED warning lights shall be installed, one each side on the upper rear of the apparatus body. The dimensions of the lights shall be 7" x 9".

The driver side warning light shall be a Whelen Model 90RR5FRR red-LED with a red lens.

The officer side warning light shall be a Whelen Model 90RR5FRR red-LED with a red lens.

Each light shall be mounted with a Whelen Model 900 chrome flange.

UPPER SIDE FRONT WARNING LIGHTS

One (1) pair of Whelen model #900 Super LED warning lights shall be installed, on the upper portion of the body side, towards the front. The dimensions of the lights shall be 7" x 9".

The driver side warning light shall be a Whelen Model 90RR5FRR red-LED with a red lens.

The officer side warning light shall be a Whelen Model 90RR5FRR red-LED with a red lens.

UPPER SIDE REAR WARNING LIGHTS

One (1) pair of Whelen model #900 Super LED warning lights shall be installed, one each side on the upper portion of the body side, towards the rear of the body. The dimensions of the lights shall be 7" x 9".

The driver side warning light shall be a Whelen Model 90RR5FRR red-LED with a red lens.

The officer side warning light shall be a Whelen Model 90RR5FRR red-LED with a red lens.

Each light shall be mounted with a Whelen Model 900 chrome flange.

LOWER FRONT WARNING LIGHTS

One (1) pair of Whelen model M6 LED warning lights shall be installed, one each side one the front of the chassis cab. The dimensions of the lights shall be 4-5/16" x 6-3/4".

The driver side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model M6 LED warning lights shall be installed one each side of the chassis cab. The dimensions of the lights shall be 4-5/16" x 6-3/4".

The driver side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.



The officer side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

LOWER MID-BODY WARNING LIGHTS

One (1) pair of Whelen model M6 LED warning lights shall be installed, one each side of the apparatus, mid-body. The dimensions of the lights shall be 4-5/16" x 6-3/4".

The driver side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

LOWER REAR SIDE WARNING LIGHTS

One (1) pair of Whelen model M6 LED warning lights shall be installed, one each side of the apparatus body, towards the rear of the body. The dimensions of the lights shall be 4-5/16" x 6-3/4".

The driver side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

There shall be cast aluminum step light housing provided for the warning lights. The housing shall have a pyramid tread on the top of the housing.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model M6 LED warning lights shall be installed, one each side on the lower rear of the apparatus body. The dimensions of the lights shall be 4-5/16" x 6-3/4".

The driver side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED™ with color lens.

TRAFFIC ARROW LIGHT

One (1) Whelen Model #TAM85 Traffic Advisor shall be installed. The light shall be equipped



with eight (8) 500 Series TIR6™ Super-LED lights in a low profile flat style lamps measuring 46-7/8" (119cm) in length. The unit shall be mounted at the rear of the apparatus body. The Traffic Advisor control head shall be mounted inside the cab and be accessible by the driver and officer.

FLUID DATA PLAQUE

One (1) fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump transmission lubrication fluid
- Other NFPA applicable fluid levels or data as required

Location shall be in the driver's compartment or on driver's door.

DATA & WARNING LABELS

HEIGHT LENGTH & WEIGHT

A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

NO RIDE LABEL

One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

CAB SEATING POSITION LIMITS

One (1) label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

HELMET WARNING TAG

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.



COUNTERWEIGHT

One-thousand-five-hundred (1500) lbs of counterweight shall be installed on the rear tailboard of the apparatus to improve the ratio of the front to rear weight balance.

REAR TOWING PROVISIONS

There shall be two tow eyes furnished under the rear of the body and attached. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 3/8" plate steel with a 4" I.D. hole, large enough for passing through a tow chain end hook.

The tow plates shall be painted black.

HUB AND LUG NUT COVERS

The apparatus shall have chrome or stainless-steel hub and lug nut covers on the front and single rear axles.

TIRE PRESSURE INDICATOR

There shall be a tire pressure indicator, p/n RWTG1235, at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

EXHAUST HEAT SHIELD

A heat shield shall be installed under the body in the areas where the exhaust system is routed.

REAR MUD FLAPS

One (1) pair of black mud flaps shall be installed behind the rear wheels.

ALUMINUM RUNNING BOARDS

There shall be a set of aluminum running boards furnished on each side of the four-door commercial chassis that extend from behind the front wheel to the rear of the four-door cab. The running boards shall have slip resistant overlay material installed on each step surface.

BODY CONSTRUCTION

3/16" ALUMINUM BODY

The body shall be fabricated of aluminum extrusions, smooth aluminum sheet and aluminum treadplate.

The aluminum extrusion alloy shall be 6061 with a temper rating of T6, and have a tensile strength of 45,000 PSI and yield strength of 40,000 pounds. The aluminum extrusions shall 3" x



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3" aluminum tubing, 1-3/4" x 3" aluminum tubing and 3" x 3" aluminum angle and specially designed extrusions, up to .250" wall thickness where applicable.

The smooth aluminum sheet material alloy shall be 5052 with a temper rating of H32, and have a tensile strength of 33,000 PSI and yield strength of 28,000 pounds.

The aluminum treadplate alloy shall be 3003 with a temper rating of H22, and have a tensile strength of 30,000 PSI and yield strength of 28,000 pounds.

The extrusions shall be designed as structural-framing members with the smooth aluminum and treadplate fabricated to form compartments, hosebeds, and floors. All aluminum material shall be welded together using the latest mig spray pulse arc welding system.

Compartments to be sweep-out design and to be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity. To ensure maximum storage space, the apparatus shall be constructed without any void spaces between the body and the compartment walls. Double wall construction does not meet this requirement.

All exterior compartments shall have polished aluminum drip moldings installed above the doors where necessary to prevent water from entering the compartments.

Wheel well panels shall be formed aluminum that is welded in place. There shall be no visible bolt heads, retention nuts or fasteners on the exterior surface of the panel. To fully protect the wheel well area from road debris and to aid in cleaning, a full depth radius wheel well liner shall be provided. The frame side of the wheel well area on each side of the opening shall be attached to the frame side of the front and rear compartments. All seams on the frame side of the body shall be welded and caulked to prevent moisture from entering the compartments.

The rear wheel wells shall be radius cut for a streamlined appearance. A polished aluminum fenderette shall be furnished at each rear wheel well opening, held in place with stainless steel fasteners.

FASTENERS

All aluminum and stainless steel components shall be attached using stainless steel fasteners.

Compartment door hinges, handrails and running boards shall be attached using minimum 1/4" diameter machine bolt fasteners.

3/16" diameter fasteners shall only be used in nonstructural areas such as; door handles, trim moldings, gauge mounting, etc.

COMPARTMENT FLOORS

The compartment floors shall be constructed of aluminum treadplate material.



ALUMINUM SUB-FRAME

The main body sub-frame shall be extruded aluminum and be fully welded to the longitudinal frame rail extrusions that are mounted parallel to the chassis frame rails.

The main body sub-frame shall be constructed of no less than four (4) extruded aluminum tubes running full width of the apparatus body. A minimum of two (2) full body width tubes shall be provided ahead of and behind the rear axle forming the main body support crossmembers. The main crosstubes shall be fully welded to the vertical and horizontal extrusions forming the body super-structure, described elsewhere herein.

For added strength and rigidity, no less than six (6) intermediate body crossmembers shall be provided constructed extruded aluminum tubes.

The intermediate structural crossmembers shall be interconnected and welded to the main body tubular crossmembers forming a fully welded support grid for the body super-structure compartments.

The subframe crossmembers shall be attached to the chassis frame rails using heavy "U" bolt fasteners to allow removal of the subframe and body assembly from the chassis. There shall be a barrier provided between the subframe and body to prevent electrolysis.

The tubular extrusion shall consist of 1-3/4" x 3" rectangular tubes of both 1/8" and 3/16" wall thickness and 3" x 3" square aluminum tubing of both 1/8" and 3/16" wall thickness.

SINGLE AXLE WHEEL AREA

For ease of accessibility and maintenance, wheel well panels shall be double break formed painted smooth plate that is welded in place.

To fully protect the wheel well area from road debris and to aid in cleaning, a full depth (minimum of 25") radius wheel well liner shall be provided. Wheel well liner shall be smooth aluminum to prevent corrosion.

FENDERETTES

The rear wheel wells shall be radius cut for a streamlined appearance. A polished aluminum fenderette shall be furnished at each rear wheel well opening, held in place with concealed stainless steel fasteners.

BODY DIMENSIONS

The aluminum rescue body shall be 144" long and 95" wide.

ROLL UP DOOR CONSTRUCTION

Compartment doors shall be equipped with AMDOR™ brand roll-up doors complete with the following features:

1" aluminum double wall slats with continuous ball & socket hinge joint designed to prevent water ingress and weather tight recessed dual durometer seals,

Double wall reinforced bottom panel with stainless steel lift bar latching system, bottom panel flange with cut-outs for ease of access with gloved hands, reusable slat shoes with positive snap-lock securement, smooth interior door curtain to prevent equipment hang-ups,

One-piece aluminum door track / side frame, top gutter with non-marring seal, non-marring recessed side seals with UV stabilizers to prevent warpage ,

Dual leg bottom seal, with all wear component material to be Type 6 Nylon.

COMPARTMENT HEIGHT

The body side compartments shall be 72" high.

LEFT SIDE BODY COMPARTMENTS

The left side body compartmentation shall be as follows:

LEFT FRONT COMPARTMENT

There shall be one (1) full height compartment located ahead of the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

COMPARTMENT DEPTH

The compartment shall be transverse to the opposite side of the truck.

The compartment shall be equipped with the following items:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELIVING TRACKS

The compartments shall be equipped with four (4) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

COMPARTMENT LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.



The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

LEFT OVERWHEEL COMPARTMENT

There shall be one (1) compartment above the rear wheels. The compartment shall be equipped with a single natural finish roll up door.

COMPARTMENT DEPTH

The compartment shall be transverse to the opposite side of the truck.

The compartment shall be equipped with the following items:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with four (4) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

COMPARTMENT LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

LEFT REAR COMPARTMENT

There shall be one (1) full height compartment located behind the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

COMPARTMENT DEPTH

The compartment shall be 23" deep.

The compartment shall be equipped with the following items:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with four (4) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

COMPARTMENT LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

RIGHT SIDE BODY COMPARTMENTS

The right-side body compartmentation shall be as follows:

RIGHT FRONT COMPARTMENT

There shall be one (1) full height compartment located ahead of the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

COMPARTMENT DEPTH

The compartment shall be transverse to the opposite side of the truck.

The compartment shall be equipped with the following items:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with four (4) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

COMPARTMENT LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.



The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

RIGHT OVERWHEEL COMPARTMENT

There shall be one (1) compartment above the rear wheels. The compartment shall be equipped with a single natural finish roll up door.

COMPARTMENT DEPTH

The compartment shall be transverse to the opposite side of the truck.

The compartment shall be equipped with the following items:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with four (4) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

COMPARTMENT LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

RIGHT REAR COMPARTMENT

There shall be one (1) full height compartment located behind the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

COMPARTMENT DEPTH

The compartment shall be 23" deep.

The compartment shall be equipped with the following items:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with four (4) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

COMPARTMENT LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

REAR CENTER COMPARTMENT

There shall be one (1) full height compartment located at the rear of the apparatus. The compartment shall be equipped with a full height natural finish roll up door. The compartment shall be in depth to the over wheel compartment.

The compartment shall be equipped with the following:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with four (4) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

COMPARTMENT LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening.

The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

REAR STEP - 12" BOLT-ON

A 12" deep step shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement or repair. The tailboard shall be constructed of .188" aluminum diamond plate or equal non-slip surface in compliance with NFPA #1901 standards.

A label shall be provided warning personnel that riding on the rear step while the apparatus is in motion is prohibited.

REAR STEP GRATING

The rear step shall be constructed of aluminum treadplate with grip style inserts, bolted in place with stainless steel fasteners. The step surfaces shall be in compliance to applicable sections of NFPA requirements.

ADJUSTABLE SHELF

Eight (8) adjustable shelf shall be constructed of .188" smooth aluminum plate with 1.5" formed vertical lip front & back. Shelf supports on each side to be constructed of .188" aluminum and bolted to an aluminum extrusion (mounted vertically) by use of 3/8" bolts and spring-loaded cam locks. If shelf is longer than 40" a reinforcement by aluminum gusset is to be placed full-length on bottom of shelf.

600# ROLLOUT TRAY

Three (3) SlideMaster SM3-MP Series mid profile telescoping equipment tray(s) shall be installed in a standard depth compartment. The tray assembly shall have a silver powder coated steel slide frame with sealed roller bearings rated to 600 pounds. A tray constructed of .190" smooth aluminum plate with four 3" sides shall be mounted to the slide frame. The slide frame shall extend 100% allowing the tray to be completely accessible from outside the compartment. The slide shall have a 3-1/4" deck height.

An integrated manual quarter turn "gravity" lock shall hold tray in both the "in" and "out" positions. The "gravity lock" manually rotates a rod with a tab to engage the bottom frame.

1000# ROLLOUT TRAY

One (1) roll-out equipment tray shall be installed in a standard depth compartment. The tray with sealed roller bearing tracks and steel angle framework shall be rated to a maximum load of 1,000 lbs. Tray shall be of a closed-in design, formed of .188" smooth aluminum plate, fabricated with two (2) inch sides. Reflective material measuring 1" x 6" shall be installed on each front corner both on the face and side of tray for firefighter safety.

The tray unit shall roll out to full extension of the compartment, with latching mechanism to hold tray in both fully-extended and stored positions.

STOKES BASKET VERTICAL SLIDE-IN MOUNTING

One (1) vertically mounted slide-in stokes basket track shall be installed. The upper and lower tracks shall be fiberglass. The tracks shall be approximately 10" inside width x 86" deep x 26" high (The Stokes basket shall be supplied by the fire department).

INTERNAL FOLDING ATTIC LADDER MOUNTING

An internal mounting shall be provided for the specified folding attic ladder.

LADDER SOURCE

New ladders shall be provided by the body builder.

PIKE POLE MOUNTING BRACKET

Six (6) tube shall be provided for pike pole mounting. The tube shall have a 2" interior diameter and shall be mounted inside of the apparatus body.

PIKE POLE SOURCE

The pike poles shall be provided by the body builder.

FRONT BODY PROTECTION PANELS

Brushed stainless steel overlays and panels shall be installed on the front corners of the body. The material shall be bolted in place and sealed to prevent any moisture entry between the overlay and the body structure.

FRONT BODY PROTECTION PANELS

Aluminum tread plate overlays and panels shall be installed on the front of the body compartment from the lower edge to the top of the compartment doors.

CATWALKS

Aluminum tread plate catwalks shall be installed on the top of the compartments.

REAR BODY PROTECTION PANELS

Brushed stainless steel overlays and panels shall be installed on the rear corners of the body. The overlays shall be bolted in place and sealed to prevent any moisture entry between the overlay and the body structure.



REAR BODY PROTECTION PANELS

The rear body panels of the body shall be a smooth material, to allow for the proper application and installation of a "Chevron" stripe on the rear.

FOLDING STEPS LEFT SIDE REAR

Three (3) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

The steps shall be installed on the rear left side of the body.

FOLDING STEPS RIGHT SIDE REAR

Three (3) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

The steps shall be installed on the rear right side of the body.

REAR INTERMEDIATE STEP

An intermediate fixed step shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement or repair. The intermediate step shall be constructed of .188" polished aluminum diamond plate or equal non-slip surface in compliance with NFPA #1901 standards and be approximately 8" deep x 48" wide.

HANDRAIL REAR STEP

Two (2) extruded aluminum non-slip handrails, approximately 30" in length, shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

HANDRAIL BELOW HOSEBED

One (1) extruded aluminum non-slip handrail, approximately 48" in length, shall be provided and horizontally mounted below the hosebed on the rear of the apparatus.

EXTRUDED ALUMINUM RUB RAILS

Full body length polished aluminum rub rails shall be bolted in place on the lower right and left body sides. The side rub rails shall be a heavy extruded aluminum "C" channel.

NYLON SPACERS FOR RUB RAILS

There shall be nylon spacers provided between the rub rail and the body. This shall allow wash out and replacement in the event of damage.

WHEEL WELL PROVISION LOCATION

The wheel well provisions shall be located on the left side of the apparatus, behind of the rear wheels.

FUEL FILL DOOR

A brushed aluminum fuel fill enclosure door shall be installed in the left side rear wheel well. A label indicating DIESEL FUEL ONLY shall be applied.

UPPER BODY COMPARTMENT

One (1) upper body compartment shall be provided top of body. The compartment shall be full width and full length of the body.

The compartment shall have a lift-up door installed on the rear of the compartment, constructed of 1/8" aluminum tread plate.

Single Rooftop compartment - adequate for storage of:

- (1) 3 Section Pumper Extension Ladder - Alco Lite
- (1) 12 foot Roof Ladder - Alco Lite
- (1) 10' Attic Ladder
- (6) Pike Poles

COMPARTMENT EXTERIOR FINISH

The roof compartments shall be constructed from smooth aluminum painted to match the apparatus body.



GENERATOR

One (1) Honda EM4000SXAT, 4000 watt, 120/240 volt portable generator shall be provided for on the apparatus. The generator shall have an electric starter with a recoil manual backup starter. The single cylinder, four cycle, air cooled engine shall have an eight (8) horsepower rating with a fuel tank capacity of 6.2 gallons for a run time of 10 hours at full load with a full tank. The generator shall have the following receptacles:

Two (2) 20 amp 125 volt duplex straight blade NEMA 5-20R

One (1) 30 amp 125 volt twist lock NEMA L5-30R

One (1) 20 amp 125/250 volt twist lock NEMA L14-30R

The generator shall have approximate dimensions of 41" L x 28" W x 30" H and a weight of 201 pounds.

Data Label

A permanent data label indicating the following information shall be applied:

- Rated voltage
- Phase
- Frequency
- Amperage
- Continuous Watts
- Peak Watts

ELECTRICAL SYSTEM INSTALLATION

The line voltage electrical system shall comply with the applicable NFPA standards and shall comply with applicable sections of the National Electric Code #70 Standards.

Line voltage carrying equipment down stream of the power source shall be "listed" where available and installed in accordance with manufacturer's instructions. The electrical equipment installed shall be suitable for intended use and type locations (wet, dry, or underbody and chassis).

The grounding and bonding shall comply with applicable sections of NFPA standards. The chassis frame rail, body sheet metal, and cab sheet metal shall be properly bonded per NFPA schematic. The bonding copper conductor shall be rated at 115% of current rating of power source.

OVER CURRENT PROTECTION PANEL

Manually re-setable overcurrent devices shall be installed to protect the line voltage electrical system components. A main overcurrent protection device shall be provided that is either incorporated in the power source or is connected to the power source by a power supply assembly.

Overcurrent protection devices shall be provided for each individual circuit and shall be sized at not less than 15 amps in accordance with NEC. Each overcurrent protection device shall be marked to identify the function of the circuit it protects.

The panel shall be located in a plane facing the operator so that all circuit breakers are readily visible under normal operating conditions.

CIRCUIT BREAKER BOX

One (1) circuit breaker box for single phase voltage equipment shall be provided capable of holding four (4) breakers.

CIRCUIT BREAKER BOX LOCATION

The circuit breaker box shall be installed in an outside body compartment.

GENERATOR DOOR INTERLOCK

One (1) interlock switch shall be installed on the compartment door containing the generator. The interlock is designed to shut off or prevent the starting of the generator when the door is closed.

GENERATOR MOUNTING LOCATION

The generator shall be installed in the lower portion of the right side rear compartment.

AUXILIARY COOLING FAN

A 12-volt cooling fan shall be installed in the compartment with the engine driven generator. The fan shall be mounted to a compartment wall with an open area the same side as the cooling fan. There shall be a thermostat installed to switch the fan on and off automatically.

LINE VOLTAGE WIRING INSTALLATION

Line voltage wiring in the apparatus shall be with Type SO or approved cable suitable for mobile applications. The flexible electrical cable shall have 600-volt insulation rated for at least 194 degrees F. All junction boxes shall conform to the National Electric Code and shall be accessible for service.

Electrical cable shall be supported within 6 inches of any junction box and at a minimum of every 24 inches of run. Supports shall be made of corrosion protected metal that does not cut or abrade the conduit or cable and shall be mechanically fastened to the vehicle.

Electrical cable shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring and shall be separated by a minimum of 12 inches from exhaust piping or properly shielded



and separated from fuel lines by a minimum of 6 inches distance.

All wiring connections and terminations shall provide a positive mechanical and electrical connection. Connectors shall be installed in accordance with the manufacturer's instructions. Wire nuts or insulation displacement and insulation piercing connectors shall not be used.

120V ELECTRIC RECEPTACLE -- STRAIGHT BLADE

Four (4) 120-volt 20 amp straight blade, 3-prong duplex receptacle with spring loaded weatherproof cover shall be provided.

The electric receptacle shall be located near the left side wheel well.

The electric receptacle shall be located near the right side wheel well.

The electric receptacle shall be located on the exterior left rear face of the body.

The electric receptacle shall be located on the exterior right rear face of the body.

BRUSH GUARD

One (1) heavy duty wrap around type grill guard, black in color, shall be provided on the front of the apparatus for the winch assembly and be of a tubular construction for maximum strength. The grill guard shall provide front end protection for the headlight and grille areas of vehicle. The mounting of the grill guard shall be in a manner to utilize the existing holes in the vehicle frame for superior strength with the lowest vibration.

PORTABLE ELECTRIC WINCH

One (1) 9,500 pound capacity portable winch, Model 9.5cti P/N 85760, manufactured by the Warn Winch Company shall be installed. The 12-volt electric winch system shall utilize a portable mounting system with two carrying handles. Power is supplied to the winch through a 12 volt pigtail with a quick connect plug. The winch shall be attached to the body at the specified locations with a steel tube insert secured with a pin.

The winch shall have forward and reverse modes and shall be controlled by a push button device at the end of a removable 25 foot minimum or longer remote lead which connects to the winch through a weatherproof receptacle.

The winch shall be provided with a cable guide, 125 feet of 5/16" diameter galvanized aircraft cable and hook assembly.

WINCH RECEIVER - FRONT

The front of the chassis shall be equipped with a receiver assembly for high or low angle rescue or winch applications. The receiver shall be a square steel tube, same size as that of a trailer hitch. The unit shall be attached to the chassis frame assembly.

One (1) 12 volt Warn quick disconnect electrical receptacle, shall be installed in the body for the portable winch. The power cables shall be color coded "red" positive and "black" neutral and rated at 125% of winch power requirement (including line drop).

WINCH RECEIVER - REAR

The rear of the apparatus body shall be equipped with a receiver assembly for high or low angle rescue or winch applications. The receiver shall be a square steel tube, same size as that of a trailer hitch. The unit shall be attached to the body sub-frame assembly.

One (1) 12 volt Warn quick disconnect electrical receptacle, shall be installed in the body for the portable winch. The power cables shall be color coded "red" positive and "black" neutral and rated at 125% of winch power requirement (including line drop).

TRAILER BRAKE AND POWER PLUG

Trailer wiring shall be provided at the rear of the apparatus. One (1) 12 volt seven (7) pin electrical connector shall be wired to the chassis stop, running, turn lights and trailer brake connection. A 12-volt trailer brake controller shall be provided and installed.

WINCH RECEIVERS - SIDE BODY

The body shall be equipped with two (2) receiver assemblies for high or low angle rescue or winch applications. The receivers shall be square steel tube, same size as that of a trailer hitch. The units shall be attached to the body sub-frame assembly or chassis frame rails and shall be located behind the rear wheels, one (1) on the left side and one (1) on the right side of the apparatus.

One (1) slide in receiver with the same dimensions as a trailer hitch receiver shall be shipped loose with the apparatus. The unit shall be equipped with a 2.5" eye opening.

The receiver assemblies (total of 2), shall be rated at a minimum of 5,000 pounds each, and each assembly shall be secured with one (1) safety pin.

Two (2) 12 volt Warn quick disconnect electrical receptacle, shall be installed in the body for the portable winch. The power cables shall be color coded "red" positive and "black" neutral and rated at 125% of winch power requirement (including line drop).

BODY PAINT PROCESS

All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating. If applicable, any and all accessory times shall be removed from the body prior to cleaning and painting. Any accessory items that are to be painted, shall be painted separately and installed after the body is painted and cured.



Commercial Rescue Specifications for:
Georgetown County Fire Department

All seams shall be caulked, both inside and along the exterior edges, with a urethane automotive sealant to prevent moisture from entering between any body panels.

The body and all parts shall be thoroughly washed with a grease cutting solvent (PPG CFX436) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body shall be washed again with (PPG CFX436) to remove any contaminants on the surface.

The next two to four coats (depending on need) shall be a PPG DelFleet F4936 High Solids Epoxy Gray Primer. The film build shall be 4-6 mils when dry. The primer surfacer coat, after appropriate dry time, shall be sanded with 320-600 grit sandpaper to ensure maximum gloss of the paint. The last step is the application of at least three coats of PPG DelFleet polyurethane FBC-color, the film build being 2-3 mils dry. Followed by three coats PPG DelFleet F3906 high build clear, the film build being 2-3 mils dry. This shall provide a UV barrier to prevent fading and chalking.

All products and technicians are certified by PPG every two (2) years.

APPARATUS COLOR

INTERIOR COMPARTMENT FINISH

Eight (8) apparatus side compartment interiors are to be painted with a spatter finish material. The compartments shall be cleaned with a grease remover, and then the surface sanded and prepared for painting. The compartment shall be provided with two (2) coats of white epoxy. The compartments are then coated with a splatter paint top coat.

WHEEL PAINTING

The exterior faces of the front wheels and outer rear wheels only, shall be finish painted to match the apparatus body. Wheels shall be properly prepared and finished with primer coats and top coats as specified.

TOUCH-UP PAINT

One (1) two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

SIMULATED GOLD LEAF LETTERING

The lettering shall be applied in simulated gold leaf material, shaded in black and encapsulated in clear Mylar.

A quantity of fifty (50), four (4) inch letters are to be placed on the cab and on the body as directed by fire department.

INSTALL CUSTOMER SUPPLIED DECALS

Factory installation of the purchaser supplied decals shall be provided as specified.

REFLECTIVE STRIPING

A 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe shall be affixed to the perimeter of the vehicle. There shall be a 1" gap between each of the stripes. Striping shall conform to applicable NFPA requirements. At least 50% of the perimeter length of each side and width of the rear, and at least 25% of the perimeter width of the front of the vehicle shall have reflective striping.

COLOR OF STRIPING MATERIAL

The color of the 3M brand striping material shall be white.

CHEVRON STRIPING

The entire rear portion of the body shall have 3M reflective red and yellow striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

YELLOW SAFETY TAPE - STANDING & WALKING SURFACES

The apparatus shall be NFPA standard 15.7.1.6 designating any horizontal standing or walking surface higher than 48-in (1220 mm) from the ground and not guarded by railing or structure at least 12-in (300 mm) high shall have at least a 1-in (25 mm) wide safety yellow line delineation that contrasts with the background to mark the outside perimeter of the designated standing or walking surface area, excluding steps and ladders.

WHEEL CHOCKS

Two (2) standard aluminum wheel chocks shall be provided.

ROOF LADDER

One (1) Alco-Lite Model PRL-12, 12 foot aluminum roof ladder with folding steel roof hooks on one end and rubber safety shoes on the other end shall be provided on the apparatus. The ladder shall meet or exceed all latest NFPA Standards.

EXTENSION LADDER

One (1) Alco-Lite Model PEL3-24, 24 foot three (3) section aluminum extension ladder shall be provided on the apparatus. The ladder shall meet or exceed all the latest NFPA standards.



FOLDING ATTIC LADDER

One (1) Alco-Lite Model FL-10, 10 foot folding aluminum attic ladder shall be provided. The ladder shall meet or exceed all the latest NFPA Standards.

PIKE POLE

Two (2) 8' pike pole with round handle shall be provided. The pike pole shall be of fiberglass construction.

PIKE POLE

Two (2) 10' pike pole with round handle shall be provided. The pike pole shall be of fiberglass construction.

PIKE POLE

Two (2) 12' pike pole with round handle shall be provided. The pike pole shall be of fiberglass construction.

MISCELLANEOUS HARDWARE

Miscellaneous loose hardware consisting of bolts, nuts, washers, and screws shall be supplied with the apparatus at time of delivery.



Commercial Rescue Specifications for:
Georgetown County Fire Department



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
Mack Reed Jr.
Assistant Chief
Tony Hucks

County Administrator
Sel Hemingway

Memorandum

To: Nancy Silver

From: Mack Reed, Fire Chief 

Date: January 6, 2020

Re: Recommendation for Procurement: Two (2) Rosenbauer Light Duty Squads on Dodge Chassis

Georgetown County Fire/EMS recommends that we purchase two (2) Light Duty Squads on Dodge Chassis from Rosenbauer South Dakota, LLC. Total cost for both vehicles is \$415,268.00 (includes sales tax). The purchase is through Rosenbauer HGAC bid number (FS12-19.69), product reference number (FS19ZD09).

Item Number: 6.c
Meeting Date: 1/14/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-107, South Island Ferry Boat Landing Dock Replacements & Additions

CURRENT STATUS:

The County has worked with SCDNR to obtain a grant to provide the replacement of two (2) fixed docks and two (2) floating docks and an additional new dock to the South Island Boat Landing.

POINTS TO CONSIDER:

This solicitation was originally advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were two (2) bids received:

- 1) Associates Roofing & Construction, Inc. of Murrells Inlet, SC @ \$391,000.00 Base Bid plus \$86,000.00 Alternate #2 for a total of \$477,000.00;
- 2) R.L. Morrison & Sons, Inc. of McClellanville, SC @ \$298,694.00 Base Bid plus \$73,997.00 Alternate #2 for a total of \$372,691.00.

FINANCIAL IMPACT:

This project is fully funded up to \$372,720.00 with Federal grant funding (passed through SCDNR) in the amount of \$279,518.25 and South Carolina Water Resources water recreation funding, designated for Georgetown County, in the amount of \$93,172.75.

OPTIONS:

- 1) Award a Construction Contract to R.L. Morrison & Sons, Inc. in the amount of \$372,691.00 for the Base Bid & Alternate #2.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

There were two (2) bids received at the public bid opening held on December 18, 2019. Public Services & Capital Projects staff reviewed the two bids received and both were found to be complete bid packages responding to all items. R.L. Morrison & Sons, Inc. of McClellanville, SC submitted the lowest complete bid in the amount of \$298,694.00 for the base bid. With this price, the County further recommends award of the Alternate #2 in the amount of \$73,997.00 for the installation of an additional dock with concrete piles for a total construction contract award amount of \$372,691.00. R. L. Morrison & Sons, Inc. has successfully completed similar projects and all references were positive. Therefore, staff recommends award to R. L. Morrison & Sons, Inc.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Procurement Solicitation Approval	Cover Memo

- ▣ Public Bid Opening & Tabulation Cover Memo
- ▣ Recommendation from Mr. Ray Funnye, Director
of Public Services Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 19-0000107

Procurement for: South Island Ferry-Dock Replacement

Department: Public Services- Engineering and Capital Project Division

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: \$372,720.00

FY 20

Funds Available: ☒ YES ☒ NO ☒ Pending Budget Approval

☐ Cash Purchase

☐ Municipal Lease/Purchase Financing (-YR)

Funding Source Location	
G/L Account Number	Funding Amount
TBD (SCDNR Grant)	209,199.00
TBD (County Funds)	163,521.00

Is grant money involved in this procurement? ☒ YES ☐ NO

If YES, attach a copy of the approved grant budget from the awarding source.

Grant Approval Attached : ☒ YES ☐ NO


Department Director/Elected Official

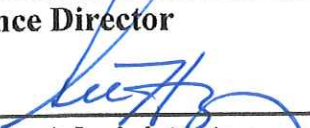
11-6-19
Date


Purchasing

11/7/19
Date


Finance Director

12/16/19
Date


County Administrator

12/16/19
Date



DNR

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

SUBRECIPIENT AGREEMENT

FEDERAL AWARDING AGENCY:

US Fish and Wildlife Service

FEDERAL AWARD DATE:

August 1, 2019

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

SC-F-F19AF01224

CFDA NUMBER/NAME:

15.605

TOTAL FEDERAL AWARD:

\$209,199.00

Office of Grants Administration (OGA) –only

SAM Check Date: 10/15/2019 **Initial:** TT II

SAM Expiration Date: 07/22/2020

<https://www.sam.gov/portal/SAM/>

Print Screen must be placed in grant file

Risk Assessment Completed Date: 10/21/2019 **Initial:** CNA

Single Audit Check Completed Date: 10/21/2019 **Initial:** CNA

South Carolina Department of Natural Resources

Subrecipient Agreement

SECTION I – SUBRECIPIENT GENERAL INFORMATION

Grant Reference Number (SCDNR): P24012401719		Subrecipient Reference Number: SCDNR FY2020-026	
Grant Title: South Island Ferry Landing Improvements			
Subrecipient: Georgetown County		DUNS#: 045746591	Indirect Cost Rate:
Subrecipient Principal Investigator: Sel Hemingway		PTE Principal Investigator: Andy Wicker, PE	
Address: 719 Prince Street	City/State: Georgetown, SC	Zip Code: 29440	
Award Start Date: August 1, 2019	Award End Date: August 31, 2020	Fiscal Year End Month: June	
Amount Previously Awarded: \$ 0.00	Amount Awarded This Action: \$ 209,199.00	Total Award Amount to Date: \$ 209,199.00	
Original: Yes	Date of Agreement:	FFATA: Agreement > \$25,000 Yes	Cost Sharing: \$
Amendment #:		R&D: YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
<i>If this action is an amendment, please select applicable:</i>			
Funding Allocation:		Performance Period:	Other:
Reason for Modification:			
DUNS Registered Name (if different than Subrecipient's name):			

SECTION II – FUNDING ALLOCATION

Federal Project Description: South Island Ferry Landing Improvements - replacement of 2 fixed docks and 2 floating docks with new docks			
Federal Awarding Agency: US Fish and Wildlife		Pass Through Agency (when applicable): SCDNR	
Awarded Previously	Awarded This Action	Cumulative Award	Total Awarded --All Funds
	\$ 209,199.00	\$ 209,199.00	\$ 209,199.00

SECTION III – CONTACT INFORMATION

<u>Fiscal Contact-Granting Agency:</u> Terence Tomlin Grants Coordinator II (803) 545-3006 tomlint@dnr.sc.gov	<u>Program Contact-Granting Agency:</u> Andy Wicker, PE SCDNR Chief Engineer (803) 734-3965 wickera@dnr.sc.gov	<u>Subrecipient Contact:</u> Sel Hemingway County Administrator (803) 545-3006 shomingway@glcounty.org
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SCDNR - STANDARD SUBRECIPIENT AGREEMENT

1. Parties: This is a Subrecipient Agreement between the S.C. Department of Natural Resources (herein "SCDNR"), and [Georgetown County Government] with its principal place of business at [716 Prince St., Georgetown, S.C. 29440], (herein "Subrecipient").
2. Subject Matter: The subject matter of this Agreement is [South Island Ferry Landing Improvements]. The identifying information for this Agreement is set forth in Part 1- Subrecipient Award Detail. The Subrecipient's detailed Scope of Work to be Performed is Attachment A (herein "Scope of Work").
3. Maximum Amount: In consideration of the Scope of Work, the SCDNR agrees to pay Subrecipient, in accordance with the Budget and Payment Provisions specified in Attachment B and the other terms of this Agreement, a sum not to exceed \$ 209,199.00
Funds provided by the SCDNR to Subrecipient under this Agreement cannot be used as match for the purpose of obtaining additional federal funds or assistance by the Subrecipient unless expressly allowed by federal law and with the written approval of the SCDNR which may be contingent on federal approval.
4. Agreement Term: This Agreement shall first be effective and Subrecipient's performance shall begin upon the date of execution by the SCDNR and, unless terminated sooner or amended by the parties, shall end on August 31, 2020. Unless otherwise specified in the Budget and Payment Provisions - Attachment B, no funds may be obligated under this Agreement outside of this term.
5. Procurement: The Subrecipient must follow its procurement law or policy for any equipment, supplies, and/or services outside of its organization. However, adequate documentation must be available to satisfy federal audit requirements. Subagreements are addressed in SCDNR Standard Grant Provision (Attachment D).
6. Ownership and Disposition of Equipment: Any equipment purchased by or furnished to the Subrecipient by the SCDNR under this Agreement is provided on a loan basis only.
7. Subrecipient Representations: Any information provided by Subrecipient to SCDNR prior to the execution of this Agreement shall be deemed a material representation underlying SCDNR's decision to enter into this agreement. Subrecipient shall have an ongoing obligation to correct any errors or omissions and to update such information as may be necessary. Accordingly, Subrecipient's prior and subsequent representations are hereby incorporated by reference and include any responses to RFPs, applications, assurances, certifications, risk assessment responses, progress reports, and any state or federal grant forms.
8. Compliance with Applicable Laws: Subrecipient shall comply with all applicable federal, state, and local laws whether specifically identified in this Agreement or not and hereby represents itself to be in compliance with such laws as are necessary to fully perform under this Agreement. Furthermore, Subrecipient shall be responsible for obtaining any project-specific permits or authorizations which may be required to fully perform under this

SCDNR SUBRECIPIENT AGREEMENT

Agreement.


9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing and signed by the duly authorized representative of the SCDNR and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this Agreement or the request may be denied.
10. Suspension and Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance. Upon notice of suspension or cancellation of the Agreement by SCDNR, Subrecipient and anyone acting under it shall not obligate any additional funds unless otherwise agreed in writing by SCDNR. Subrecipient may only be reimbursed for un-cancelable obligations incurred prior to notice of suspension or cancellation to the extent SCDNR has funds available for such purposes.
11. Fiscal Year: The Subrecipient's fiscal year starts July 1 and ends June 30.
12. Work Product Ownership: Unless otherwise specified in Other Grant Provisions (Exhibit E), all products of the Subrecipient's work under this Agreement, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents or data, become the sole property of the SCDNR and may not be copyrighted or resold by Subrecipient.
13. Attachments: In addition to Part 1 and Part 2, this Subrecipient Agreement consists of the following attachments that are incorporated herein by reference.

Please initial below to indicate you have read and understand each attachment.

- ☐ Attachment A - Scope of Work to be Performed
- ☐ Attachment B - Budget and Payment Provisions
- ☐ Attachment C - Federal Funds Grant Provisions
- ☐ Attachment D - SCDNR Standard Grant Provisions
- ☐ Attachment E - Other Grant Provisions

We, the undersigned parties, agree to be bound by this Subrecipient Agreement, including its provisions, attachments, and conditions.

South Carolina Department of Natural Resources


Robert H. Boyles, Jr., Interim Director

Date: 10-22-2019

Subrecipient

Georgetown County

Name: _____

Title: _____

Date: _____

PRELIMINARY COST ESTIMATE				
South Island Ferry Rehabilitation				
August 30, 2018 (Rev. November 6, 2019)				
MISCELLANEOUS				
Description	Quantity	Unit Price	Unit	Total Price
EQUIPMENT MOBILIZATION				\$6,000.00
DEMOLITION				\$10,000.00
SILT FENCING		\$ 4.80	/ Ln Ft	\$0.00
CONCRETE PILES	706	\$ 50.00	/ Ln Ft	\$35,300.00
SUBTOTAL				\$51,300.00
PARKING AREA				
FULL DEPTH PATCHING	750	\$ 65.00	/ Square Yard	Omit
STONE BASE	50	\$ 48.00	/ Ton	Omit
1 1/2" ASPHALT PVMT	6936	\$ 12.50	/ Square Yard	Omit
STRIPING				Omit
PARKING STOPS	0	\$ 48.00	Each	Omit
DIRT FILL	0	\$ 8.40	/ Cubic Yard	Omit
CONCRETE CURBING	700	\$ 13.20	/ Ln Ft	Omit
SUBTOTAL				\$0.00
BOAT RAMP				
CONCRETE	0	\$ 780.00	/ Cubic Yard	Omit
RIP-RAP FILL	0	\$ 78.00	/ Ton	Omit
TEMPORARY DIRT FILL	0	\$ 8.40	/ Cubic Yard	Omit
RAILROAD BALLAST	0	\$ 54.00	/ Ton	Omit
EXCAVATION	0	\$ 24.00	/ Cubic Yard	Omit
RIP-RAP STABILIZATION	0	\$ 114.00	/ Ton	Omit
DIRT FILL	0	\$ 15.00	/ Cubic yard	Omit
SUBTOTAL				\$0.00
DOCK RELATED				
FLOATING DOCK	1280	\$ 120.00	/ Sq Ft	\$153,600.00
ALUMINUM GANGWAY	2	\$ 20,000.00	/ Each	\$40,000.00
ALUMINUM FIXED DOCK	876	\$ 75.00	/ Sq Ft	\$65,700.00
CONCRETE WALK	0	\$ 300.00	/ Cubic Yard	\$0.00
SUBTOTAL				\$259,300.00
TOTAL				\$310,600.00
+ 20% Contingency				\$62,120.00
GRAND TOTAL				\$372,720.00




Public Bid Opening Tabulation

Bid# 19-107, South Island Ferry Boat Landing Dock Replacement & Additions

Wednesday, December 18, 2019 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>BASE BID:</u>	<u>Alternate #1- Timber Piles vs. Concrete Piles (Deduct)</u>	<u>Alternate #2- Installation of Dock C with Concrete Piles (Add)</u>	<u>Alternate #3- Installation of Dock C with Timber Piles (Add)</u>	<u>Bid Bond Attached</u>	<u>Comments</u>
ARC Inc.	\$ 391,000 ⁰⁰	\$ 15,000 ⁰⁰	\$ 86,000 ⁰⁰	\$ 76,000 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
R.L. Harrison & Sons	\$ 298,694 ⁰⁰	\$ 15,000 ⁰⁰	\$ 73,997 ⁰⁰	\$ 63,567 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: 

WITNESS: 



Wednesday, December 18, 2019 at 3:00 PM Eastern NIST

[illegible]



Georgetown County
Department of Public Services
Phone: (843) 545-3325
Fax: (843) 545-3396

Memorandum

To: Nancy Silver

From: Ray C. Funnye, Director

File No.: 316.16

Date: January 3, 2020

Re: Recommendation for Bid # 19-107 South Island Ferry Boat Landing Dock Replacement and Additions

On December 18, 2019 Georgetown County Department of Public Services received two (2) bids for Bid # 17-060 South Island Ferry Boat Landing Dock Replacement & Additions. The scope of work includes replacement of sections of the fixed dock systems with an aluminum dock systems, replacement of sections of floating courtesy docks, and installation of an additional floating courtesy dock at the South Island Ferry Boat Landing in Georgetown, SC.

R.L. Morrison and Sons submitted the lowest complete bid in the amount of:

Base Bid: \$298,694.00

Alternate #: \$73,997.00

Total: \$372,691.00.

R.L. Morrison and Sons has successfully completed similar projects and all references were positive.

Based on the aforementioned, I hereby recommend that the award of Bid #19-107, South Island Ferry Boat Landing Dock Replacement & Additions, go to R.L. Morrison and Sons in the amount of \$372,691.00.

Item Number: 6.d
Meeting Date: 1/14/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-112, Big Dam (PPE) Personal Protective Equipment (SCBA) Self Contained Breathing Apparatus.

CURRENT STATUS:

The purchase of the Personal Protective Equipment is necessary to supply the new substation with the proper approved protective equipment. This is for new Self Contained Breathing Apparatus and Equipment for the Big Dam Fire Substation.

POINTS TO CONSIDER:

1) These items will be procured using the Cooperative Agreement through HGAC Buy Contract # EE08, under the existing Procurement Code: Sec. Sec. 2-75. Cooperative Purchasing Agreements

Independent of the requirement of sections 2-48, 2-51, 2-53 through 2-55, and 2-77 of this manual, and as prescribed in Title 11, Chapter 35, Article 19, Section 11-35-4610 and 4810 of the State Consolidated Procurement Code, 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 attached quote was provided by Rhinehart Fire Services, Inc of Asheville, NC and is summarized below as follows:

Qty (7)-Scott Air-Pak @ \$6,651.25 each, Total \$46,558.75

Qty (14)- Scott 45 Minute Carbon Cylinder and Valve @ \$1,321.75 each, Total \$18,504.50

Qty (14)- Georgetown County Fire Equipment Logo @ \$55.00 each, Total \$770.00

Qty (7)- Scott KVLH Head Harness @ \$350.20 each. Total \$2,451.40

Qty (7)- Scott Fleece Facepiece Bag @ \$24.44 each, Total \$171.08

Total Amount of Equipment: \$68,455.73

Scott Customer Loyalty Allowance (-)\$16,480.73 (Credit)

6% Sales Tax \$3,118.50

The Total amount inclusive of shipping will be \$55,093.50.

FINANCIAL IMPACT:

This is a fully funded expense in GL Account # 99388.999-50707 with an available funding amount of \$55,093.50.

OPTIONS:

1) Award to Rhinehart Fire Service @ \$55,093.50.

2) Deny the request for award.

STAFF RECOMMENDATIONS:

The Fire Chief of Georgetown County recommends award go to Rhinehart Fire Services of Asheville NC, for a total amount of \$55,093.50. This purchase will be made under cooperative agreement HGAC Buy Contract EE08-19.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Solicitation	Cover Memo
<input type="checkbox"/> Recommendation	Cover Memo
<input type="checkbox"/> Quote	Cover Memo
<input type="checkbox"/> Grant	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement # 19-112

Procurement for: Big Dam (PPE) Personal Protective Equipment(SCBA)

Department: Georgetown County Fire Department

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 55,051.00 FY 20

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer

☐-Cash Purchase

☐-Municipal Lease/Purchase Financing -YRS

Funding Source Location	
G/L Account Number	Funding Amount
99389.999.50707	55,051.50
Is grant money involved in this procurement? <input checked="" type="checkbox"/> -YES <input type="checkbox"/> -NO	
If YES, attach a copy of the approved grant.	
Grant Approval Attached : <input checked="" type="checkbox"/> -YES <input type="checkbox"/> -NO	

\$55,093.50

☒- New Acquisition If Replacement: ☐- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model

VIN/Serial No.

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

Bank Currently Holding Title:

10/1/19
Department Director/Elected Official

10/02/19
Date

10/3/19
Budget Officer

10/3/19
Date

10/3/19
Purchasing

10/3/19
Date

10/5/19
Finance Director

10/5/19
Date

10/31/19
County Administrator

10/31/19
Date



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
Mack Reed Jr.
Assistant Chief
Tony Hucks

County Administrator
Sci Hemingway

Memorandum

To: Nancy Silver

From: Mack Reed, Fire Chief 

Date: December 17, 2019

Re: Recommendation for Procurement: Self Contained Breathing Apparatus (SCBA) – Big Dam Fire Station

Georgetown County Fire/EMS recommends the SCBA equipment be purchased from Rhinehart Fire Services. This purchase will be funded from the USDA Grant for the Big Dam Fire Station. Purchase will be made under the HGAC Buy Contract (#EE08-19) in the amount of \$55,093.50.

QUOTE

RHINEHART FIRE SERVICES

DATE 12/12/2019

22 Piney Park Rd., Asheville NC 28806
Office 828-273-1789
Cell Phone (828)450-5514
kathryn@rhinehartfire.com

EXPIRATION DATE 12/31/19

TO Big Dam Fire Station
Tony Hucks
Assistant Chief
Georgetown County Fire/EMS
3605 Highmarket Street
Georgetown, SC 29440
Office: (843) 545-3139
Email: ahucks@gtcounty.org

BUY UNDER: HGAC BUY CONTRACT
CONTRACT #: EE08-19

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
KATHRYN BLACK		NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
7	Scott #X8814021005304 4500 psi, 2018 NFPA X3Pro Air-Pak w/Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, Standard Hose Regulator, NO EBSS Accessory Hose, Pak-Tracker, Less Cylinder, Less Face piece	6,651.25	46,558.75
14	Scott # 804722-01 4500PSIG, 45 MINUTE CARBON CYLINDER AND VALVE	1,321.75	18,504.50
14	(Custom GCFE LOGO)	55.00	770.00
7	Scott # 201215-05 AV-3000 HT (M), KVLR head harness 5 strap w/ right communications bracket	350.20	2,451.40
7	Scott # 805534-01 Scott Fleece Facepiece bag	24.44	171.08
	Estimated Shipping		INCLUDED
1	SCOTT CUSTOMER LOYALTY ALLOWANCE	16,400.75	16,400.75

OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX

OR SHIPPING CHARGES

SUBTOTAL	51,975.00
SALES TAX(6%)	3,118.50
TOTAL	55,093.50

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Exhibit A

This form is available electronically.

Form Approved – OMB No. 0505-0027

Expiration Date: 12/31/2018



United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

Rhinehart Fire Services

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Kathryn Black South Carolina Sales Rep. for Rhinehart Fire

SIGNATURE(S)

Kathryn Black

DATE

2/22/19

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



United States Department of Agriculture
Rural Development
State Office
Columbia, South Carolina

September 19, 2019

GEORGETOWN COUNTY
ATTN: MR. SEL HEMINGWAY, COUNTY ADMINISTRATOR
PO DRAWER 421270
GEORGETOWN SC 29442

Subject: Letter of Conditions

Dear Mr. Hemingway:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as grant and grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of USDA, Rural Development administering a Rural Housing Service (RHS) grant not to exceed \$47,600.

The grant will be considered obligated on the date a signed copy of the Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

This project is for **Pumper Truck and Equipment for Plantersville**. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or Georgetown County must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

Please execute and return to Rural Development the following completed items if you desire that further consideration be given to your application:

- Form RD 1942-46, "Letter of Intent to Meet Conditions"
- Form RD 400-1, "Equal Opportunity Agreement"
- Form RD 400-4, "Assurance Agreement"
- Form RD 442-7, "Operating Budget"
- Form RD 1940-1, "Request for Obligation of Funds"

If the conditions set forth in this letter are not met within 120 days from the date hereof, USDA, Rural Development, reserves the right to discontinue processing of the application. Rural Development funding is prioritized for projects that need and will use

Strom Thurmond Federal Building • 1835 Assembly Street • Suite 1007 • Columbia, SC 29201
Phone: (803) 765-5163 • Fax: (855) 565-9479 • TDD: (803) 765-5697 • Web: <http://www.rurdev.usda.gov/sc>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

the funding immediately. We will require that every possible effort be made to meet all conditions within the one 120 days.

The conditions are as outlined below:

1. ORGANIZATION'S AUTHORITY TO OBTAIN FUNDS, ETC.:

Consideration for this grant is based on the Municipality of Georgetown County being properly created as a Public Body and chartered by the Secretary of State of South Carolina.

2. PROJECT COST:

Breakdown of Costs:

Construction	\$
Legal/Administration	\$
Architectural Services	\$
Equipment	\$63,515.00

SUBTOTAL	\$
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Contingencies	\$
TOTAL PROJECT COSTS	\$63,515.00

Financing:

CF Grant	\$47,600.00
Georgetown County Contribution	\$15,915.00

TOTAL	\$63,515.00
--------------	--------------------

These funds must be disbursed in accordance with the requirements of the sources of funds and must be available before proceeding with procurement. Rural Development will monitor the disbursement of all proceeds.

3. ADOPTION OF FORM RD 3570-3, "COMMUNITY FACILITIES GRANT/GRANT AGREEMENT":

The agreement requires review of this form. You will be required to execute the completed form at the time of closing.

- GEORGETOWN COUNTY understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

- GEORGETOWN COUNTY understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

4. BANK ACCOUNT:

All funds for this project will be handled through a bank account in a bank of your choice, separate from all other banking accounts. The bank account **shall be established prior to closing** and you must agree to make payments from this account only on request for payments, which are to be reviewed and concurred with by RD in advance of payment. You will establish adequate safeguards to assure that the funds from this account are used for authorized purposes only.

You must further agree to permit RD to examine your records and books during regular business hours or at other reasonable times.

5. USE OF MINORITY OWNED BANKS:

You are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members) for deposit and disbursement of funds. A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D. C. 20230 or any RUS Office.

6. TITLE OF PROPERTY:

Satisfactory evidence of title must be prepared and submitted to this office by you, with the assistance of your attorney, to include:

- A. Preliminary Title Opinion on Form RD 1927-9, on all real property now owned or to be acquired, executed by your attorney and **submitted to RD prior to closing**.
- B. Final Title Opinion on RD Form 1927-10, on all real property now owned or to be acquired, executed by your attorney at **closing**.
- C. A title insurance binder and title insurance policy, in an amount at least equal to the market value of the property as improved, may be substituted for requirements A and B.
- D. Where the right of use or control of real property not owned by you is essential to the successful operation of the facility during the life of the facility, such right will be evidenced by written agreements or contracts between the owner(s) of the property and the Georgetown County. Lease of the site or facility shall not contain forfeiture or summary cancellation clauses and shall provide for the right to transfer and lease without

restrictions. The lease agreements shall be written for a term at least equal to the life of the facility.

7. ENVIRONMENTAL:

Prior to grant approval, you will be required to agree in writing to comply with all mitigation measures contained in the Environmental Assessment prepared by you or your consulting firm.

8. COORDINATION WITH FEDERAL, STATE AND LOCAL AGENCIES:

A statement must be obtained from the responsible State Agency certifying that the proposed facility meets the minimum standards for design and construction, including compliance with all pertinent State and local laws, including local codes.

9. SPECIAL REQUIREMENTS:

- a. A dedication ceremony is expected for this project. Any public information events are to be coordinated in advance with Rural Development. These events are to be planned in order for the public to be aware of this project and Rural Development's participation in the project.
- b. All documents requiring the signature of the officials will be executed by the County Council Chairman Administrator, attested by the CLERK to Council, and the impression of the GEORGETOWN COUNTY'S seal affixed thereon.
- c. GEORGETOWN COUNTY is to appoint one member of its governing body or management staff to serve as liaison with Rural Development.
- d. Furnish a certified list of the governing body (include addresses), samples of their signatures, and terms of their offices.
- e. A quorum of GEORGETOWN COUNTY'S governing body must convene at a meeting called by the Mayor and adopt Form RD 1942-8 "Resolution of Members or Stockholders".
- f. Prior to the approval of the grant, you will have certified on at least two different occasions as to your inability to finance this project from your own resources or other credit at reasonable rates and terms. This was based on prevailing private and cooperative rates and terms in or near your community for grants for similar purposes and periods of time.

- g. The GEORGETOWN COUNTY will operate its facilities on a fiscal year that begins 07/01 and ends 06/30.
- h. The GEORGETOWN COUNTY must adopt the attached Grant Resolution agreeing to the responsibilities of form RD 1940-1, "Request of Obligation of Funds", with attachment, and authorizing the execution of this and other forms related to the grant application.
- i. This financial assistance is subject to your compliance with the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.
- j. Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.
- k. Prior to the closing of the grant, it will be necessary that our Rural Development Area Office conduct a compliance review. Your office's full cooperation will be necessary in accomplishing this certification and review. During the review, the representative of the Rural Development Area Office will complete and execute Form RD 400-8, "Compliance Review." So as to assist the Rural Development Area Office with the Compliance Review, you will need to have available a numerical breakdown of your agency's service area's population into the following categories: Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, White, and Other. The nondiscrimination poster, "And Justice for All," is to be displayed at your offices and facilities.
- l. Unless the requirements of the Letter of Conditions have already been satisfied, Rural Development will request to meet with GEORGETOWN COUNTY'S officials, attorney, and any other parties that may be involved in the project during the 4th month after the date of Form RD 1942-46, "Letter of Intent to Meet Conditions." The purpose of this meeting will be to determine the progress that has been made in complying with the "Letter of Conditions" and to establish goals and a timetable for completing work on the conditions that have not yet been satisfied.
- m. If there is a significant reduction in project costs, GEORGETOWN COUNTY funding needs will be reassessed before grant closing. This reassessment will include the necessary revisions of the grant docket and the Letter of Conditions. The reassessment and revisions will be based on revised project costs and Rural Development regulations effective at the time the grant was approved. Grant funds not needed

to complete the proposed project will be returned to Rural Development.

- n. Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RHS financial assistance.

10. LEGAL SERVICES:

You must obtain a legal services agreement with your attorney for providing legal services for your project. It is suggested that ten percent of the cost be retained until the grant is closed and all legal requirements have been satisfied.

Prior to grant closing, the attorney must provide this office with a certification as to judgments and/or litigation of your agency. Such a certification must also be provided before closing instructions can be issued.

The closing instructions for this grant will be issued by the Rural Development Community Programs Director. These requirements must be met before the grant can be closed.

Report of Lien Search is to be prepared by your attorney using their standard reporting format. This report is needed to assist in obtaining our grant closing instructions. This report must also be brought current as of the date and time of the actual closing.

11. ACCOUNTING METHODS, MANAGEMENT REPORTS AND AUDIT REPORTS:

- a. The business operations will be governed in accordance with the grant resolution and operating budget. Accounting records should be maintained on an accrual basis.

However, books may be kept on an accounting basis other than accrual and then adjustments made so that the financial statements are presented on the accrual basis. Your agency must retain all records, books, and supporting material for a period of three years after the issuance of the required audit reports and financial statements.

- b. Prior to grant closing or commencing with construction, whichever occurs first, your agency must provide and obtain approval from the Rural Development

Community Facility Program Director for its accounting and financial reporting system, including the required agreement for services with its auditor.

Audit Requirements:

Audits are required annually. Audits are to be conducted by an independent licensed certified public accountant (CPA). A CPA will be considered independent if the CPA meets the standards for independence contained in the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct in effect at the time the CPA's independence is under review, does not have any direct financial interest or any material indirect financial interest in the borrower during the period covered by the review; and is not, during the period of the audit, connected with the borrower as promoter, underwriter, trustee, director, officer or employee.

Audits are to be performed in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States, 1994 Revision, and any subsequent revisions.

Your agency is to be audited in accordance with the Office of Management and Budget (OMB) Circular A-133 in years it expends \$750,000 or more in Federal funds. The OMB will assign a cognizant Federal agency to oversee the implementation of this circular. If an agency is not assigned, you will be under the general oversight of the Federal agency that provided the most funds. Reports required by this circular must be submitted no later than 9 months after the end of your agency's fiscal year.

Your agency is to be audited in accordance with the generally accepted government auditing standards (GAGAS) and Rural Development requirements in years it expends less than \$750,000 in Federal funds. These audits are to be completed with two copies of the report submitted to the Rural Development Area Office no later than 150 days following the end of your agency's fiscal year.

12. INSURANCE REQUIREMENTS:

A Certificate of Insurance evidencing that all the following required insurances have been obtained and is in force **must be provided to RD prior to closing.**

- A. Property Insurance: Fire and extended coverage on all structures in an amount equal to at least the depreciated replacement value.
- B. Liability and Property Damage Insurance: You must carefully review your overall operation to establish and obtain Public Liability and Property Damage Insurance coverage that will adequately protect you, your officers, your officials, and your employees. You may want to consult your attorney to determine the amount of this coverage.

- C. Workers' Compensation Insurance: You must carry suitable Workers' Compensation Insurance for all your employees in accordance with applicable state laws.

13. FIDELITY BOND:

Fidelity Bond Coverage is required for all persons who have access to funds in accordance with RD regulations and **must be provided to RD prior to closing.** Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the Fidelity Bond should be sufficient to protect RD grant funds.

You may want to consult with your attorney to determine the amount of this coverage. Form RD 440-24, "Position Fidelity Schedule Bond", may be used, as may similar forms if determined acceptable to RD. Other types of coverage may be considered acceptable if it is determined by RD that they fulfill essentially the same purpose as a fidelity bond.

14. PROCUREMENT, BIDDING AND CONTRACT AWARDS:

- a. Procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. The method of procurement must be approved by Rural Development.
- b. Request for Proposals/Specifications are to be approved by Rural Development. Rural Development is to concur before a proposal is accepted by the GEORGETOWN COUNTY.
- c. The seller of the EQUIPMENT is to be required to execute Form AD-1048. A copy is to be submitted to Rural Development prior to payment

15. OTHER CERTIFICATIONS:

The following certifications must be **submitted to RD prior to closing.**

- A. Form AD- 1047, "Certification Regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions," must be executed and **submitted to RD prior to closing** to certify that you have not been debarred or suspended for federal assistance.
- B. Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", must be completed and **submitted to RD with any executed contracts prior to closing.** This form certifies that any person or entity you do

business with as a result of this federal assistance is not debarred or suspended.

- C. Form AD-1049, "Certification Regarding Drug-Free Requirements (Grants) Alternative I - For Grant/grantees Other than Individuals", must be executed and **submitted to RD prior to closing**.
- D. The "Certification for Contracts, Grant/grants and Grants", Exhibit A-1 of RD Instruction 1940-Q, must be completed at the time an application or bid proposal is submitted by a person or entity requesting a contract or grant/grant exceeding \$100,000. Any person or entity requesting contract or grant/grant exceeding \$100,000 at any tier under a covered contract, grant/grant or grant, must complete and submit a certification to the next higher tier.
- E. Standard Form (SF) LLL, "Disclosure of Lobbying Activities", must be completed by recipients of a contract, grant/grant, or grant which meet the conditions of RD Instruction 1940-Q, 1940.812. If there have been no such activities, you should strike through the form and write "Not applicable" on the page and sign the form.
- F. Funds will be requested by GEORGETOWN COUNTY in writing. Form RD 440-11, "Estimate of Funds Needed for 30 day Period Commencing _____," may be used for making this request. Funds are to be deposited in GEORGETOWN COUNTY equipment account and Partial Payment Estimates and invoices paid by GEORGETOWN COUNTY from this account, after prior approval by Rural Development. Funds required by Rural Development to be deposited in the equipment account are considered project funds and are to be used only for authorized purposes. A pledge of collateral should be obtained for any funds in the account in excess of \$100,000. Any funds remaining in this account after payment of all Rural Development approved project costs are to be handled as unused grant funds. If necessary, and approved by the Rural Development Community Programs Director, the grant and grant funds may be disbursed through a supervised bank account selected by GEORGETOWN COUNTY. This bank will pledge collateral security to be maintained at a level equal to the greatest amount on deposit at any one time, less \$100,000.

Each payment for project costs must be approved by GEORGETOWN COUNTY and Rural Development. Payment requests may be made on Form RD 1942-18, "Partial Payment Estimate," or similar form. Payment for equipment should coincide with the delivery of the equipment along with title to motorized vehicles that have been properly filed with the South Carolina Department of Transportation showing Rural Development as lien holder.

These conditions should be reviewed by you, legal counsel, consulting architect, and a representative from this agency at the scheduled Letter of Conditions meeting. At this meeting, you will receive specific instructions on the assembly and submittal of materials for review by the Office of General Counsel and issuance of closing instructions.

The necessary forms referred to in this letter will be supplied by Rural Development.

You will have the full cooperation of this agency and if we can be of any further assistance to you, please contact Area Specialist Nickie Toomes at 843-549-1822 ext. 123.

Sincerely,

MICHELE J. CARDWELL
Community Programs Director

Attachments

RF

R

Item Number: 6.e
Meeting Date: 1/14/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-118, Beck Recreation Center Track Surfacing

CURRENT STATUS:

In the August 27, 2019 Council Session, Council awarded the Gulf Stream Construction Co., Inc. of Charleston, SC as the General Contractor for the Beck Recreation Center Multi-Purpose Fields & Facilities Project. However, of the bids received, alternate pricing was received for various track surfaces. Gulf Stream was the total lowest bid but their alternate pricing for track surfaces was much higher than the other bids received. Therefore, it was determined to be in the County's best interest to bid the track surfacing separately to obtain best pricing. These are the results from this separate bid.

POINTS TO CONSIDER:

This solicitation was originally advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were two (2) bids received:

- 1) Consensus Construction & Consulting, Inc. of Myrtle Beach, SC @ \$173,750.00;
- 2) Gulf Stream Construction Co., Inc. of Charleston, SC @ \$167,756.00.

Gulf Stream's original pricing under the previously awarded General Contractor bid was \$215,815.00 for these same services. With the pricing above of \$167,756.00, this will be a savings of \$48,059.00.

FINANCIAL IMPACT:

This project is fully funded in GL Account Number 79019.3015-50427.

OPTIONS:

- 1) Award a Construction Contract to Gulf Stream Construction Co., Inc. in the amount of \$167,756.00.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

There were two (2) bids received at the public bid opening held on December 18, 2019. Parks and Recreation Staff reviewed the two bids received and both were found to be complete bid packages responding to all items. Gulf Stream Construction Co., Inc. of Charleston, SC submitted the lowest complete bid in the amount of \$167,756.00. In addition, they are the current General Contractor for the construction of the Beck Track & Field Project. Therefore award is recommended to the low bidder, Gulf Stream for the best pricing for this work and a seamless integration and management of the work into the total project.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Public Bid Opening & Tabulation	Cover Memo
▣ Recommendation from Beth Goodale, Director of Parks & Recreation	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL

Procurement # 19-118

Procurement for: Beck Track SBR Surfacing

Department: Recreation

Budgeted: ☐-YES ☐-NO

Estimated Cost: \$ 100,000 FY 20

Funds Available: ☐-YES ☐-NO ☒-Pending Budget Approval

☐-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
79019.3015.50427	100,000 * See email attached.

Is grant money involved in this procurement? ☐-YES ☒-NO

If YES, attach a copy of the approved grant.

Grant Approval Attached: ☐-YES ☐-NO

Beth Sodale
Department Director/ Elected Official

11/26/19
Date

[Signature]
Purchasing

11/27/19
Date

Scott G. Proctor
Finance Director

12/2/19
Date

[Signature]
County Administrator

12/4/19
Date

Nancy Silver

From: Scott Proctor
Sent: Tuesday, January 07, 2020 3:11 PM
To: Nancy Silver
Subject: RE: Procurement Solicitation Bid #19-118

Yes Nancy, current budget funding is sufficient to cover the \$167,756 bid amount.

Thanks, Scott

From: Nancy Silver
Sent: Tuesday, January 07, 2020 10:17 AM
To: Scott Proctor
Subject: Procurement Solicitation Bid #19-118
Importance: High

Good Morning Scott,

I received a recommendation from Beth for the lowest bidder, Gulf Stream Construction Co., Inc. for Bid #19-118 which came to \$167,756.00. The attached Procurement Solicitation Approval Form I received is only showing available funding of \$100,000. Can you please advise if there is enough funding in GL# 79019.3015-50427 to cover this entire \$167,756.00 bid amount?

Thank you,

*Nancy Silver, CPPB
Purchasing Officer
Georgetown County Purchasing Dept.
PH: 843-545-3076
FAX: 843-545-3500*



**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: NANCY SILVER
FROM: BETH GOODALE *B. Goodale*
SUBJECT: BECK TRACK SURFACING / SPURTAN B PRODUCT SPECIFICATION
DATE: 11/26/2019

On August 9, 2019 Santec specified Spartan B as manufacturer/type of SBR track surfacing to be bid for considered for upgrade to Beck Field Project.

Per Stantec - specifications for this product:

Spartan B

13mm thickness

- Permeable Black Mat Track System
 - SBR rubber granules bound in polyurethane
 - Applied as a single layer
- 5 year warranty

Any equivalent product would need to meet or exceed the specifications for this product.

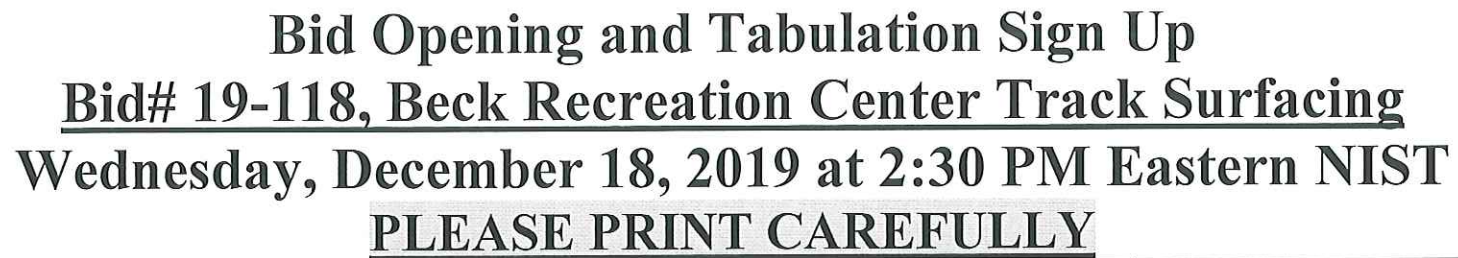


Public Bid Opening Tabulation
Bid# 19-118, Beck Recreation Center Track Surfacing
Wednesday, December 18, 2019 at 2:30 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Bid Cost:</u>	<u>Bid Bond Attached</u>	<u>Comments</u>
<i>Consensus Construction</i>	\$ <i>173,750⁰⁰</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Gulfstream Construction</i>	\$ <i>167,756⁰⁰</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: *[Signature]*

WITNESS: *[Signature]*

[illegible]

**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: NANCY SILVER / GEORGETOWN COUNTY PURCHASING
FROM: BETH GOODALE *B Goodale*
SUBJECT: BECK TRACK & FIELD SURFACING BID RECOMMENDATION
DATE: 1/7/2020

Staff have reviewed the bids submitted for surfacing of Beck Track Project. This bid includes acquisition and installation of Spurtan B Rubberized Surfacing for the Beck Track Project that is currently under construction adjacent to Beck Recreation Center, 2030 Church Street, Georgetown, SC.

Recommend award of contract in the amount of \$167,756 to Gulf Stream Construction of Charleston, SC. In addition to providing the lowest bid Gulf Stream is the general contractor responsible for construction of the Beck Track & Field Project. Award of this bid to Gulf Stream provides the best pricing for this work in addition to providing seamless integration and management of this work into the overall project schedule.

Funding for this bid/project is included within the approved Beck Track & Field Project budget.

Item Number: 6.f
Meeting Date: 1/14/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-119, Extended Service Agreement for LIFEPAK & LUCAS Medical Supplies

CURRENT STATUS:

Physio-Control has been our provider of these services since the time of original purchase for the County's LIFEPAK & LUCAS medical supplies. Physio-Control has since been taken over by the Stryker Corporation. This is to maintain our regular service agreement for an additional 5 yrs. under the new company name, Stryker, for County Fire/EMS & Midway Fire.

POINTS TO CONSIDER:

- 1) Physio-Control has been our sales and service provider for these items since the date of original purchase.
- 2) Service agreement of these products will be procured under the Sole Source method.
- 3) County Fire/EMS & Midway Fire recommend the extension under the new attached 5 yr. service plans.
- 4) Pricing was negotiated under the new agreement. By extending the agreement out 5 yrs., the County was able to obtain a larger discount, 15% versus the normal 5%, thus providing a significant savings for both County Fire/EMS & Midway Fire.

FINANCIAL IMPACT:

This expense is budgeted for annually. Funding for County Fire/EMS in GL Account Number 010.411-50414 and funding for Midway Fire is split as 65% to GL Account Number 010.904-50414 and 35% to 022.903-50414. Services will be invoiced annually as indicated in the provided payment schedules.

OPTIONS:

- 1) Approve the new 5 yr. service agreements with Stryker Corporation at the cost of \$73,134.00 for County Fire/EMS and \$86,751.00 for Midway Fire plus any applicable taxes and shipping & handling charges.
- 2) Decline staff's recommendation.

STAFF RECOMMENDATIONS:

County Fire/EMS and Midway Fire Staff recommend approval of the attached 5 yr. service agreements and billing schedules as proposed to continue servicing of their LIFEPAK and LUCAS medical supplies.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Stryker Service Agreement-County Fire/EMS	Cover Memo
▣ Stryker Service Agreement-Midway Fire	Cover Memo
▣ Sole Source Justification Form-County Fire/EMS	Cover Memo
▣ Sole Source Justification Form-Midway Fire	Cover Memo
▣ Recommendation from Mack Reed, County Fire/EMS Chief	Cover Memo
▣ Recommendation from Doug Eggiman, Midway Fire Chief	Cover Memo

Sales Rep Name: Preston Keck
ProCare Service Rep: Bart Arnold

3800 E. Centre Ave
Portage, MI 49009

Date: 1/7/2020
ID #: 200107070654

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1096883
Account Name: County of Georgetown EMS
Account Address: 3605 Highmarket St.
City, State Zip: Georgetown, SC 29440

Name: Tony Hucks
Title: Assistant Chief
Phone: 843-545-3271
Email: ahucks@gtcounty.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite	8	5		\$72,000.00
2	LUCAS	LUCAS	LUCAS Prevent Onsite	2	5		\$14,040.00

PROGRAM INCLUDES:**LUCAS Prevent Onsite:**

Update software to the most current version

- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker • Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

**(Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

**(Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$86,040.00
	Discount	15%
	FINAL TOTAL	\$73,134.00

Start Date: 10/15/2019
End Date: 10/14/2024

Stryker Signature

Date

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)



Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>		<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance							\$	73,134.00
10/1/2019	\$	14,626.80	\$	-	\$	58,507.20	\$	58,507.20
10/1/2020	\$	14,626.80	\$	-	\$	43,880.40	\$	43,880.40
10/1/2021	\$	14,626.80	\$	-	\$	29,253.60	\$	29,253.60
10/1/2022	\$	14,626.80	\$	-	\$	14,626.80	\$	14,626.80
10/1/2023	\$	14,626.80	\$	-	\$	-	\$	-

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	42839616	LP15 Prevent Onsite
2	LP15	42841805	LP15 Prevent Onsite
3	LP15	42852175	LP15 Prevent Onsite
4	LP15	42851576	LP15 Prevent Onsite
5	LP15	42851552	LP15 Prevent Onsite
6	LP15	42851119	LP15 Prevent Onsite
7	LP15	42850910	LP15 Prevent Onsite
8	LP15	42850898	LP15 Prevent Onsite
9	LUCAS	30149865	LUCAS Prevent Onsite
10	LUCAS	30149866	LUCAS Prevent Onsite

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and County of Georgetown EMS, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

Sales Rep Name: Ken Keck
ProCare Service Rep: Bart Arnold

3800 E. Centre Ave
Portage, MI 49009

Date: 1/6/2020
ID #: 200106145045

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1154104
Account Name: Midway FD
Account Address: 67 St Paul Place
City, State Zip: Pawleys Island, SC 29585

Name: Matt Smittle
Title: Lutenient
Phone: (843) 545-3613
Email: msmittle@gtcounty.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite	9	5		\$81,000.00
2	LUCAS	LUCAS	LUCAS Prevent Onsite	3	5		\$21,060.00

PROGRAM INCLUDES:**LUCAS Prevent Onsite:**

Update software to the most current version

- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker • Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

** (Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

** (Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$102,060.00
	Discount	15%
	FINAL TOTAL	\$86,751.00

Start Date: 10/14/2019
End Date: 10/13/2024

Stryker Signature

Date

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)



Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
pricing valid for 30 days.

All
**Quote

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance						\$	86,751.00
10/1/2019	\$	17,350.20	\$	-	\$	69,400.80	\$ 69,400.80
10/1/2020	\$	17,350.20	\$	-	\$	52,050.60	\$ 52,050.60
10/1/2021	\$	17,350.20	\$	-	\$	34,700.40	\$ 34,700.40
10/1/2022	\$	17,350.20	\$	-	\$	17,350.20	\$ 17,350.20
10/1/2023	\$	17,350.20	\$	-	\$	-	\$ -

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP15	42852791	LP15 Prevent Onsite
2	LP15	40641724	LP15 Prevent Onsite
3	LP15	40641701	LP15 Prevent Onsite
4	LP15	40641650	LP15 Prevent Onsite
5	LP15	40641641	LP15 Prevent Onsite
6	LP15	40641634	LP15 Prevent Onsite
7	LP15	42851786	LP15 Prevent Onsite
8	LP15	42851662	LP15 Prevent Onsite
9	LP15	42851051	LP15 Prevent Onsite
10	LUCAS	30149867	LUCAS Prevent Onsite
11	LUCAS	3015D309	LUCAS Prevent Onsite
12	LUCAS	3015D585	LUCAS Prevent Onsite

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Midway FD, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 962499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.



Georgetown County, SC

JUSTIFICATION FOR SOLE SOURCE

Georgetown County proposes to procure STRYKER Service Agreement
(1)

as a sole source from STRYKER Emergency CARE
(2)

based upon the following justification as outlined in Ordinance 2008-09:

- ☐ There is a lack of competition for a product or service
- ☒ It is a unique, one-of-a-kind service offer.
- ☐ The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
- ☐ Where the items are needed for trial use or testing.

Specify: STRYKER is the maker of our LIFEPAK 15
(3)
Heart Monitors and CPR devices and the only
vendor that services and provides maintenance
and parts for these devices.

Negotiated \$14,626.80 x 5 yrs. = \$73,134.00 - N.S.

Budgeted Funds: ☒ -YES ☐ -NO Amount: ~~\$17,818.88 x 3 yrs. = \$53,456.05~~

G/L Account Number: 010.41150414 Department: EMS

Submitted by: Tony Huck (Signature) Date: 12.9.19

Department Director: (Signature) Date: 12/19/19

Purchasing Approval: (Signature) Date: 12/31/19

County Administrator Approval: (Signature) Date: 12/31/19

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

Rec'd 12/19/19 (Signature)



ProCare® Services

3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	July 30, 2019

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or supplied to Stryker by approved vendors.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.



ProCare® Services

3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Acute Care Parts and Service
Date:	July 26, 2019

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Acute Care products. All parts are manufactured at Stryker or by an outside supplier for Stryker.

Stryker employs its own field service technicians (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Acute Care products that require the use of such proprietary tools include, but are not limited to:

- Altrix Precision Temperature Management System
- Epic II Critical Care Bed
- GoBed II MedSurg Bed
- IsoAir Support Surface
- IsoFlex LAL Support Surface
- Isolibrium Support Surface
- IsoTour Support Surface
- InTouch Critical Care Bed
- LD304 Birthing Bed
- PositionPRO Support Surface
- Prime Series Stretcher
- Prime X X-Ray Stretcher
- S3 MedSurg Bed
- Spirit Select Hospital Bed
- TruRize Clinical Chair

Tooling is calibrated, documented and controlled by Stryker's home office in Portage, MI, USA. Stryker's field service technicians are factory employed and trained.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Service history and preventive maintenance (PM) documentation is available upon request for all customer-owned products.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: Altrix, Epic, GoBed, InTouch, IsoAir, IsoFlex, Isolibrium, IsoTour, LD304, PositionPRO, Prime, Prime Series, Prime X, ProCare, S3, Spirit, Spirit Select, Stryker and TruRize. All other trademarks are trademarks of their respective owners or holder.



Georgetown County, SC

JUSTIFICATION FOR SOLE SOURCE

Georgetown County proposes to procure Service contract for inspections,
maintenance, repair and replacement as necessary ⁽¹⁾ for Life Pak 15s,
LUCA5 Devices and battery systems. Payable in annual installments,
as a sole source from Stryker

(2)

based upon the following justification as outlined in Ordinance 2008-09:

- ☐ There is a lack of competition for a product or service
- ☒ It is a unique, one-of-a-kind service offer.
- ☐ The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged:
- ☐ Where the items are needed for trial use or testing.

Specify: _____

(3)

Negotiated \$17,350.20 x 5 yrs. = \$86,751.00 - N.S.

Budgeted Funds: ☒ -YES ☐ -NO Amount: ~~76,957.00~~

G/L Account Number: 010 904 50414 Department: Midway EMS 65%
022 903 50414 Midway Fire 35%

Submitted by: [Signature] Date: 01/03/2020

Department Director: [Signature] Date: 1/06/2020

Purchasing Approval: [Signature] Date: 1/6/20

County Administrator Approval: [Signature] Date: 1/8/20

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



ProCare® Services

3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	July 30, 2019

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- Power-LOAD fastener
- Power-PRO cot
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.



ProCare® Services

3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Acute Care Parts and Service
Date:	July 26, 2019

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Acute Care products. All parts are manufactured at Stryker or by an outside supplier for Stryker.

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- S3 MedSurg Bed
- Spirit Select Hospital Bed
- TruRize Clinical Chair

Tooling is calibrated, documented and controlled by Stryker's home office in Portage, MI, USA. Stryker's field service technicians are factory employed and trained.

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The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: Altrix, Epic, GoBed, InTouch, IsoAir, IsoFlex, Isolibrium, IsoTour, LD304, PositionPRO, Prime, Prime Series, Prime X, ProCare, S3, Spirit, Spirit Select, Stryker and TruRize. All other trademarks are trademarks of their respective owners or holder.

Memorandum

To: Nancy Silver, Purchasing

From: Mack Reed, Fire/EMS Chief



Date: January 7, 2020

Re: Stryker Service Agreement

Please find attached a copy of the Stryker Service Agreement (formerly Physio Control - Medtronics). This agreement pertains to the LifePak – 15 Heart Monitors and CPR devices currently in use by EMS. This is five (5) year agreement which begins on 10/15/2019 and expires on 10/14/2024.

EMS has maintained this service agreement for several years and has been satisfied with their products and services. As past experience has shown, this is a contract EMS cannot be without.

It is my recommendation that you review and sign the enclosed service agreement. Thank you for taking the time to consider renewing the service agreement with Stryker. If you have any questions or concerns, please contact me at 843-545-3133.



FIRE CHIEF
Doug Eggiman
ASSISTANT CHIEF
James Crawford

Midway Fire Rescue

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



COUNTY ADMINISTRATOR
Sel Hemingway

Memorandum

To: Nancy Silver
From: Doug Eggiman, Fire Chief
Date: January 6, 2020
Re: Stryker Service Agreement

Please find attached a copy of the Stryker Service Agreement (formerly Physio Control-Medtronics). This agreement pertains to the LifePak – 15 Heart Monitors and CPR devices currently in use by Midway. This agreement begins on 10/14/2019 and expires on 10/13/2024.

Midway has maintained this service agreement for several years and has been satisfied with their products and services. As past experience has shown, this is a contract Midway cannot be without.

It is my recommendation that you review and sign the enclosed service agreement. Thank you for taking the time to consider renewing the service agreement with Stryker. If you have any questions or concerns, please contact me at (843)545-3603.

Respectfully,

Doug Eggiman
Fire Chief
Midway Fire Rescue

Item Number: 6.g
Meeting Date: 1/14/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Emergency Services

ISSUE UNDER CONSIDERATION:

- 1) Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC are re-applying to renew their annual Ambulance Franchise application in order to continue operating their patient transport services within Georgetown County.
- 2) Request to renew the Mutual Aid Agreements between Georgetown County Emergency Medical Services and each of the private ambulance services listed above.

CURRENT STATUS:

Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC, are currently approved to operate in Georgetown County.

POINTS TO CONSIDER:

- 1) Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC provide patient transport services and do not compete with the 9-1-1 system. They provide inter-facility transports, doctors' office visits, dialysis center transports, etc. This allows Georgetown County Emergency Medical Services to focus on emergent 9-1-1 calls within the county.
- 2) As part of the Private Ambulance Franchise Ordinance private ambulance services must complete an application with a \$1,000.00 application fee and enter into a Mutual Aid Agreement with Georgetown County.

FINANCIAL IMPACT:

\$1,000.00 Application Fee

OPTIONS:

- 1) Renew Franchise Applications and approve Mutual Aid Agreements.
- 2) Reject applications and agreements.

STAFF RECOMMENDATIONS:

Renew and sign agreements.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description

Type

Item Number: 9.a
Meeting Date: 1/14/2020
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

Resolution No. 20-01 - A Resolution to authorize execution of a Santee Cooper Economic Development Investment Fund Direct Grant Agreement by and between South Carolina Public Service Authority and Georgetown County.

CURRENT STATUS:

Georgetown County has requested a SCEDIFD Grant in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars to be used to assist in the renovation and upfit of an approximately 47,000 square foot building located on Highway 17, and containing approximately 15 acres to be acquired from the City of Georgetown by MHG to be utilized as a manufacturing facility for composite materials within the boundaries of Georgetown County, South Carolina.

The is a grant to be used by the Company (Project Eagle) to renovate their building. The funds, coming from the Santee Cooper Economic Development Investment Funds, will be sent to Georgetown County. The County will verify that the work has been done prior to reimbursing the Company for their expenses up to the full amount of the grant.

POINTS TO CONSIDER:

The proposed Economic Development Grant Agreement is between South Carolina Public Service Authority, a body corporate and politic created and existing pursuant to the laws of the State of South Carolina; Georgetown County; and MHG OZ FUND I, LLC, a South Carolina limited liability company. One of the Authority's goals is fulfilling it's mission to promote economic growth in South Carolina by attracting capital investment and business expansion which will lead to increased production and jobs. To further this goal, the Aauthority created a fund known as the Santee Cooper Economic Development Investment Fund Direct from which it awards grant funding for projects to be served directly or indirectly by the Authority.

Such projects could include the improvement of economic development sites and buildings, that might otherwise not locate in South Carolina but for the receipt of the SCEDIFD Grant. Georgetown County has requested a SCEDIFD Grant in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars to be used to assist in the renovation and upfit of an approximately 47,000 square foot building (the "Building") located on Highway 17 and containing approximately 15 acres to be acquired from the City of Georgetown and utilized as a manufacturing facility for composite materials within the boundaries of Georgetown County, South Carolina.

Adoption of Resolution 20-01 will confirm approval of the project, as proposed, as well as approval of the Santee Cooper Economic Development Investment Fund Direct Grant Agreement pertaining to funding in the amount of \$250,000.

OPTIONS:

1. Adoption of Resolution No. 20-01 accepting Grant Agreement.
2. Do not adopt Resolution No. 20-01.

STAFF RECOMMENDATIONS:

Adoption of Resolution No. 20-01 accepting Grant Agreement.

ATTACHMENTS:

Description		Type
▣	Resolution No 20-01 Support of SCEDIFD	Resolution Letter
▣	Santee Cooper Economic Development Investment Grant Agreement	Backup Material

STATE OF SOUTH CAROLINA)
)
GEORGETOWN COUNTY) **RESOLUTION NO 20-01**

WHEREAS, Georgetown County has requested a Santee Cooper Economic Development Investment Fund Direct Grant in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000) Dollars to be used to assist in the renovation and upfit of an approximately 47,000 square foot building located on Highway 17 to be used as a manufacturing facility for composite materials; and

WHEREAS, the South Carolina Public Service Authority has reviewed the SCEDIFD Grant request and determined the Project meets the Grant Guidelines and approved the Grant Funds for this purpose.

NOW THEREFORE, BE IT RESOLVED that Georgetown County Council, in a duly called and held meeting this 14th day of January, 2020, concurs with the Project as proposed, and the supports the terms as contained in the SCEDIFD Grant Agreement between South Carolina Public Service Authority, Georgetown County, and MHG OZ Fund 1, LLC.

Adopted this 14th day of January 2020 by Georgetown County Council.

Georgetown County Council

By: _____
John W. Thomas, Chairman

Attest:

By: _____
Theresa E. Floyd, Clerk

**SANTEE COOPER ECONOMIC DEVELOPMENT INVESTMENT FUND DIRECT
GRANT AGREEMENT
BY AND BETWEEN
SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
AND
GEORGETOWN COUNTY**

DATE: _____, 2019

AMOUNT: \$250,000.00

This Economic Development Grant Agreement ("Agreement") is dated as of the date above between **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, a body corporate and politic created and existing pursuant to the laws of the State of South Carolina ("Authority" herein); **GEORGETOWN COUNTY** ("County" herein); and **MHG OZ FUND I, LLC**, a South Carolina limited liability company ("MHG" herein).

WHEREAS, the mission of the Authority is to be South Carolina's leading resource for improving the quality of life for the people of South Carolina;

WHEREAS, one of the Authority's goals in fulfilling this mission is to promote economic growth in South Carolina by attracting capital investment and business expansion which will lead to increased production and jobs;

WHEREAS, to further the above-described goals the Authority created a fund known as the Santee Cooper Economic Development Investment Fund Direct from which it awards grants ("SCEDIFD Grant");

WHEREAS, the purpose of the SCEDIFD Grant is to provide funding for projects to be served directly or indirectly by the Authority, for use in the improvement of economic development sites and buildings, that might otherwise not locate in South Carolina but for the receipt of the SCEDIFD Grant;

WHEREAS, County has requested a SCEDIFD Grant in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars (referred to herein as the "Grant" or "Grant Funds") to be used to assist in the renovation and upfit of an approximately 47,000 square foot building (the "Building") located on Highway 17 and containing approximately 15 acres (the "Property") to be acquired from the City of Georgetown ("City") by MHG to be utilized as a manufacturing facility for composite materials within the boundaries of Georgetown County, South Carolina (the "Project");

WHEREAS, County is a governmental entity;

WHEREAS, the Project is served indirectly by the Authority through the City's Wholesale Service Agreement; and

WHEREAS, appropriate members of the Authority management have reviewed the County SCEDIFD Grant request along with other information and determined the Project meets the SCEDIFD Grant

Guidelines and have approved the grant of the Grant Funds for the purpose stated herein and subject to and in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, covenants, payments, and other valuable and sufficient consideration, the parties agree as follows:

GRANT TERMS

The Authority grants a sum not to exceed Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars to County to be applied towards the renovation and upfit of the Building in order for MHG to utilize the Building as a manufacturing facility for composite materials within the boundaries of Georgetown County, South Carolina.

Application of the Grant Funds towards the renovation and upfit of the Building shall be the only approved purpose for the Grant Funds ("Approved Purpose" herein). In addition, MHG agrees that it shall utilize a minimum of 500kW of power usage on or before November 1, 2021 and each subsequent year for an additional two (2) years. In the event that MHG fails to satisfy its usage obligations herein, MHG shall be required to repay to the Authority a pro rata portion of the Grant Funds that have been disbursed. If MHG fails to take action to reimburse the Authority, the Authority shall have a cause of action against MHG and County for breach of this Agreement. It shall be the responsibility of County to confirm the power usage and report said usage to Authority on or before November 30th through the year 2023.

Grant Funds shall be disbursed within ten (10) days of the approval of expenditures, through submission by County of the documents and information required by this section to the Authority, which approval will not be unreasonably withheld, conditioned or delayed, and shall be provided no later than thirty (30) days from the date the submission is received by the Authority. Any request for a disbursement of funds shall include i) a certification by County that it has complied with the terms of this Grant; ii) a copy of all invoices and proof of payment, and iii) a copy of the recorded Deed conveying the Property from the City to MHG.

AFFIRMATIVE COVENANTS

County covenants that:

- a. The County Council has approved the Project by Resolution _____, dated _____;
- b. The proceeds of the Grant Funds shall be used solely for the Approved Purpose;
- c. County will pursue the timely renovation and upfit of the Building, which will be served and will continue to be served indirectly by the Authority;

- d. County will maintain such records as necessary to identify the purpose for which, and the manner in which, the Grant Funds and other funds were expended, including all receipts for expenditures;
- e. County agrees to permit a designated representative of the Authority to periodically inspect and copy such records, during regular business hours of County's operations; and
- f. County will confirm fidelity bond coverage for all persons who have access to the Grant Funds. Fidelity bond coverage shall be in an amount sufficient to cover the amount in the Grant Funds.

REPRESENTATIONS AND WARRANTIES

County represents and warrants that on and as of the date first set forth above:

- a. County is a county duly organized and existing pursuant to the laws of the State of South Carolina.
- b. County has all requisite power and authority to enter this Agreement and perform all obligations stated herein. The execution and performance have been duly authorized and do not require the consent or approval of any other person or entity which has not been obtained.
- c. The execution or the delivery by County of this Agreement; the consummation of the transactions contemplated herein; and the fulfillment by County of the terms hereof, do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the laws of the State of South Carolina, the United States of America, or any law or regulation or any court or regulatory body having jurisdiction over County, or the terms of any indenture, deed of trust, mortgage, note, note agreement or instrument to which County is bound.
- d. County has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- e. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any State or Federal court or the governmental agency or body having jurisdiction over County is required by County for the consummation by County of the transactions contemplated by this Agreement except such as have been obtained.
- f. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning County, this Agreement,

if adversely determined, would have a material adverse effect on County's ability to perform its obligations under this Agreement.

- g. Any information, reports, or other papers and data furnished to either the Authority by County concerning the application of County for the Grant Funds were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give the Authority a true and accurate knowledge of the subject matter and no document furnished or other written statement made in connection with the Grant Funds contains any untrue statement of a fact material to the financial condition of County or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

TERMINATION

The Authority may terminate the Grant and any activities under the Grant at any time, whenever the Authority has determined that County has failed to comply with the conditions of the Grant Funds or MHG has failed to comply with the obligations of the Performance Agreement. The Authority shall promptly notify County in writing of the determination and reasons for the termination, together with the effective date.

Termination may take place for causes such as: failure, inability, or unwillingness of County or MHG to carry out or comply with, or cause to be carried out or complied with, the specific undertakings relating to the Grant Funds, any representation or warranty made by County herein, or in any certificate or report furnished by or on behalf of County about any of the foregoing that proves to be false, incomplete or incorrect in any material respect; failure to observe or perform any of the covenants, conditions or agreements of County or MHG, which continues for thirty (30) days after written notice has been given to County specifying such default and requiring the same to be remedied. Upon compliance and completion of the projects and undertakings within the scope of this agreement, the Authority, at the request of County shall provide written confirmation of compliance and completion of the terms of the Grant Funds.

County will not incur new commitments for the terminated portion of the Grant Funds after notification of termination, and will cancel as many outstanding obligations as practicable.

The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Agreement shall not affect the remaining portions hereof.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be signed in its name and its seal to be hereunto affixed and attested by its duly authorized officers, thereunto, and the Authority has caused this Agreement to be duly executed in its behalf, as of the day and year first written above.

WITNESSES:

**SOUTH CAROLINA PUBLIC
SERVICE AUTHORITY**

By: Pamela J. Williams
Its: Sr. Vice President and Chief Financial Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw Pamela J. Williams, its Sr. Vice President and Chief Financial Officer of South Carolina Public Service Authority, sign, seal, and as her act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2019.

_____(Seal)
Notary Public for South Carolina
My Commission expires: _____

Witnessed by:

GEORGETOWN COUNTY

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF GEORGETOWN)

ACKNOWLEDGMENT

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw _____, _____ of Georgetown County, sign, seal, and as his/her act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2019.

_____(Seal)

Notary Public for South Carolina

My Commission expires: _____

By: _____
Its: _____

ACKNOWLEDGMENT

_____(Seal)
Notary Public for South Carolina
My Commission expires: _____

Item Number: 10.a
Meeting Date: 1/14/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-26 - An Amendment to Article XIII, Section 1304, Exceptions To Article XIII, of the Zoning Ordinance. This section outlines tree removal activities that are exempt from tree protection.

CURRENT STATUS:

1. Currently, public utilities are exempt from the tree regulations.
2. Section 1304.5, Rights-of-way, Easements, and Public Utilities. states that; public road rights-of-way except those relating to subdivisions referred to in Section 1301.7, easements for utilities and drainage, wells, lift stations and water storage tanks shall be exempt from this ordinance.

POINTS TO CONSIDER:

1. The County has become aware of situations recently that involve the removal of trees in road rights-of-way. It is possible that alternatives exist in situations that could result in saving some or all affected trees.
2. A proposed ordinance amendment regarding private utility work in road rights-of-way is attached. Essentially, this proposal would result in private utility work in rights-of-way not being exempt from the tree ordinance.
3. The Planning Commission will need to review the ordinance and make a recommendation to County Council.

Update for 2nd reading: The Planning Commission held a public hearing on this issue at their November 21, 2019 meeting. No one from the public spoke. Staff presented updated language based on comments received from a utility provider. The Commission discussed including the regulation of tree trimming by utilities. Staff indicated that this would require some additional study and would be difficult to enforce. The Commission voted 6 to 0 to recommend approval for the attached ordinance.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Approve ordinance as recommended by PC
2. Reject ordinance and do not change tree ordinance.
3. Defer action.
4. Remand to PC for further study.

STAFF RECOMMENDATIONS:

Approve third reading of Ordinance No. 19-26

Approve third reading of Ordinance No. 19-26.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▫ Ordinance No 19-26 Tree Ordinance as amended	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-26

AN ORDINANCE TO AMEND ARTICLE XIII, TREE REGULATIONS, SECTION 1304.3 UTILITIES AND SECTION 1304.5 RIGHTS-OF-WAY, EASEMENTS AND PUBLIC UTILITIES, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XIII, TREE REGULATIONS, SECTION 1304.3, UTILITIES, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.

1304.3 Utilities. The ability of public utilities and electric suppliers to maintain safe clearances around existing utility lines shall not be affected by this ordinance. Tree cutting not associated with the safety or proper operation of the utility falls under the provision of this ordinance. Trees may be removed from existing ditches or storm water infrastructure if they are impeding adequate operation of the system. Trees located along drainage swales may not be removed unless an engineer provides clear evidence that the storm water system is measurably impacted by the tree. If the subject tree and swale are located in a County easement or are a part of a County approved storm water system, this determination shall be made by the County Public Works Director who shall consult the Planning Director.

This section exempting public utilities from the provisions regarding removal of trees shall not include private parties installing utilities in public rights-of-way or easements. Such private installations of utilities shall comply with this ordinance. As used herein, "private parties" shall not include any public electric, water, sewer or gas utility, supplier, or the employees, agents or assigns thereof.

BE IT FURTHER ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XIII, TREE REGULATIONS, SECTION 1304.5, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC UTILITIES, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.

1304.5 Rights-of-way, easements and public utilities. Public road rights-of-way except those relating to subdivisions referred to in Section 1301.7, easements for utilities and drainage, wells, lift stations and water storage tanks shall be exempt from this ordinance. However, the installation by a private party of utilities in a right-of-way or easement as stated in Section 1304.3 of this ordinance is not exempt from this ordinance. As used herein, "private parties" shall not include

any public electric, water, sewer or gas utility, supplier, or the employees, agents or assigns thereof.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John W. Thomas
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 19-26, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 11.a
Meeting Date: 1/14/2020
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-30 - An ordinance to adopt certain 2018 International Building Codes and other related building codes.

CURRENT STATUS:

The County currently utilizes the 2015 International Building Codes as adopted by the State, with the exception of the 2009 Energy Conservation Code and the 2017 National Electric Code.

POINTS TO CONSIDER:

1. This proposal is to adopt the 2018 International Residential Code for One and Two Family Dwellings, 2018 International Plumbing Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Fire Code, 2018 International Building Code, 2018 International Swimming Pool and Spa Code, Appendix Q of the IRR in its entirety, 2009 International Energy Conservation Code, 2017 National Electric Code, ICC/ANSI A117.1, 2003 Edition and Georgetown County Fire Flow Guidelines.
2. Localities in South Carolina can adopt various building related codes after they are approved for adoption by the State. The above referenced codes have been approved by the State for local adoption. The 2009 International Energy Conservation Code has not changed since it was previously adopted. The 2017 National Electric Code is the most updated version of that code. Appendix Q. of the IRR relates to Building Code modifications for "tiny houses".

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve
2. Defer for further information
3. Deny
4. Approve an amended ordinance

STAFF RECOMMENDATIONS:

Staff recommends adopting these State approved codes.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 19-30 Adopt International Building Codes	Ordinance

ORDINANCE NO: 19-30

AN ORDINANCE TO ADOPT INTERNATIONAL BUILDING CODES

An Ordinance entitled “Adopting by Reference, as published by the International Code Council, The International Building Code, The International Plumbing Code, The International Mechanical Code, The International Fuel Gas Code, The International Fire Code, The International Energy Conservation Code; The Standard Swimming Pool Code, The International Existing Building Code, The International Property Maintenance Code, The International Residential Code for use on one and two family dwellings only as published by the International Code Council, Inc. and the National Electric Code as published by the National Fire Protection Association”, as the building codes of the County of Georgetown, South Carolina.

Be it ordained by the County Council of Georgetown County:

Section 1

That Ordinance No. 2016-22, adopted August 23, 2016, be deleted in its entirety and this Ordinance be substituted therefore as a consolidation and update of the above previous Ordinance.

Section 2 – Specific Codes

The Codes shall be updated at every major change, which is normally every three years. Amendments shall be reviewed on an annual basis.

2.1 Building Codes:

The following codes as noted and as herein contained shall constitute and become an ordinance of the County of Georgetown:

- 2.1.1 The International Residential Code, 2018 Edition, with modifications**
- 2.1.2 The International Plumbing Code, 2018 Edition**
- 2.1.3 The International Fuel Gas Code, 2018 Edition, with modifications**
- 2.1.4 The International Mechanical Code, 2018 Edition**
- 2.1.5 The International Fire Code, 2018 Edition, with modifications**
- 2.1.6 The International Building Code, 2018 Edition, with modifications**
- 2.1.7 The International Energy Conservation Code, 2009 Edition**
- 2.1.8 The National Electric Code, 2017 Edition, with modifications**
- 2.1.9 The International Property Maintenance Code, 2018 Edition, with modification**
- 2.1.10 The International Existing Building Code, 2018 Edition**
- 2.1.11 The Standard Swimming Pool Code, 2018 Edition**
- 2.1.12 Fire Flow Guidelines as written by Georgetown County**
- 2.1.13 ICC/ANSI A117.1, 2017, Most recent edition adopted by the State**

2.2 Revisions Specific to the International Property Maintenance Code, 2018 Edition:

The following Sections are hereby revised as written below.

- 2.2.1 Chapter 1, Section 101.1, Title. shall read, “These regulations shall be known as the**

Maintenance Code of Georgetown County, South Carolina. Hereinafter referred to as “this code”.

- 2.2.2 Chapter 1, Section 103.5 Fees shall read, “The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

1. Initial inspection. - No charge.
2. If utilized, citation to Magistrates Court for overgrown lot. - **\$500**
3. If utilized, citation for unsafe structure. - \$500
4. If utilized, private contractor for yard cleaning. – Low bid plus \$200.
The County may utilize contractors previously approved for lawn or park maintenance.
5. If utilized, private contractor for structure removal. – Low bid plus \$300
6. If utilized, County staff and equipment for yard maintenance – Cost plus \$300
7. If utilized, County staff and equipment for structure removal – Cost plus \$300.

- 2.2.3 Chapter 3, Section 302.4 Weeds shall read, “All premises and exterior property shall be maintained free from weeds or plant growth in excess of twenty (20) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.”

- 2.2.4 Chapter 4, Section 304.14 Insect Screens shall read, “During the period from May 1st to November 1st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any other areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- 2.2.5 Chapter 6, Section 602.3 Heat Supply shall read, “Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1st to April 1st to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions: 1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code. 2. In areas where the average monthly temperature is above 30° F (-1° C) a minimum temperature of 65° F (18° C) shall be maintained.

- 2.2.6 Chapter 6, Section 602.4 Occupiable Work Spaces shall read, “Indoor occupiable work spaces shall be supplied with heat during the period from October 1st to April 1st to

maintain a temperature of not less than 65° F (18° C) during the period the spaces are occupied.”

Exceptions. 1. Processing, storage and operation areas that require cooling or special temperature conditions. 2. Areas in which persons are primarily engaged in vigorous physical activities.

2.3 Revision specific to the 2009 Energy Code.

- 2.3.1 Notwithstanding Section 402.4.3 of the 2009 Edition of the International Energy Conservation Code, new wood burning fireplaces shall have tight-fitting flue dampers and outdoor combustion air.

Section 3 – Administration

The administration procedures contained in Chapter 1 of the International Building Codes are hereby adopted as official policies and procedures for administration.

Section 4 – Text Changes:

1. National Electric Code, Section 230.70(a) change to read:
The service disconnecting means shall be installed at a readily accessible location outside of a building or structure.
Exception: The service disconnecting means may be located within a one hour fire rated enclosure with direct access to the exterior of the building at ground level.
2. National Electric Code, Section 310.2(b) add the following:
Except that only copper conductors shall be allowed beyond the main distribution panel.

Section 5 – Areas Governed:

This Ordinance shall govern all unincorporated areas within the County of Georgetown.

Section 6 – Building Department Established:

There is hereby established in the County of Georgetown a Building Department under the supervision of the Building Official of the County. The Building Official shall be appointed by the County Administrator and supervise the Building Department of the County. The Building Official shall report directly to the Director of Planning and Code Enforcement.

Section 7 – Building Inspector(s) – Appointment:

The Building Official, with the approval of the County Administrator, may appoint such number of inspectors, assistants and other employees as shall be authorized from time to time. Persons appointed shall, within reasonable time, obtain certifications and training appropriate to their responsibilities.

Section 8 – Fire Marshal Division Established:

There is hereby established three (3) Fire Marshal Divisions as Fire Districts (fire coverage areas). The Fire Divisions for the purpose of this Ordinance are to serve the unincorporated areas of Georgetown County.

1. The Georgetown County Fire Department comprising of that area bounded by Williamsburg, Horry and Charleston Counties and the Waccamaw River, including Sandy Island.
2. The Midway Fire Department bounded by the Waccamaw River, Atlantic Ocean, including Huntington Beach State Park and Brookgreen Gardens.
3. The Murrells Inlet-Garden City Fire Department bounded by the Waccamaw River, Atlantic Ocean, and the northern boundaries of Huntington Beach State Park, and Brookgreen Gardens.

The Fire Chiefs of each Fire Department shall serve as Fire Official. The Fire Chief may appoint person(s) qualified to serve as Fire Inspector(s). The Fire Inspectors shall have the same authority as the Fire Official.

Section 9 – Enforcement:

A. The Building Official shall enforce all codes referenced herein. Building Inspectors, Fire Inspectors, Plans Reviewers and any other persons appointed by the Building Official, Fire Official or County Administrator who will interpret any portion of the referenced codes shall make their reports to the Building Official. The Building Official shall use the concept of "Approvability" as a guide in this determination. This is defined as whether the issue meets the requirements and intent of the referenced code.

B. The Fire Department shall be responsible for the annual inspection of commercial property upon issuance of a Certificate of Occupancy by the Building Official. The Standard Fire Prevention Code and any referenced codes shall be the basis for the annual inspection.

Section 10 – Right of Entry:

The Building Official, Fire Official and/or their representatives may enter any building, structure or premises in the County to perform any duty imposed upon him/her by this code.

Section 11 – Plans and Specifications:

When work contemplated is regulated by this Ordinance and enforced by the Building Official, plans and specifications shall be submitted for review. All plans shall be of a quality and type to enable review agencies to determine compliance with the codes. Commercial projects of any size and type require three (3) sets of plans to be submitted to the Building Department for review, with one set for the appropriate Fire Official. Residential projects of any size and type require two (2) sets of plans to be submitted. Plans for commercial projects shall be reviewed within 10 working days and code issues will be noted. One and two family dwelling plans shall be reviewed within 5 working days and code issues will be noted. The Building Official may require additional time for the review process. Corrections must be made to the plans before a permit can be issued. Plans are not approved unless stamped by the Building Department, signed and dated.

Section 12 – Permitting:

1. A building permit is required if the work involves any referenced code or any county ordinance. No construction, remodeling, plumbing, electrical, mechanical or gas work, nor swimming pool construction or land development shall begin without securing the required permit from the Building Official or authorized representative.
2. Projects that are simply home improvements do not require a building permit. Home improvements are defined as painting, replacing windows and doors, repairing or replacing plumbing fixtures, replacing rotten wood, or any project necessary in the upkeep and maintenance of a single family dwelling.
3. Projects less than \$10,000 in value are required to obtain a building permit but are exempted from plan submittal and plan review requirements. Projects such as additions, porches, decks, garages, sheds, and open air agricultural buildings fall within this category.

Section 13 – Posting of Permit Card:

Work requiring a building permit shall not be commenced until the permit holder or his agent shall have posted the building permit card in front of the premises facing the public right-of-way. The permit shall be protected from weather and displayed to allow the inspector to record the required entries. The permit card shall be displayed until the work is completed and approved.

Section 14 – Inspections:

A. Inspections shall be made by authorized persons. They shall be routinely made at selected stages of construction, prescribed by written policy of the Building Department and listed on the permit cards. No inspection will be made unless the permit card is posted and an approved, stamped set of plans is on site and available to the inspector. A \$100.00 re-inspection fee must be paid to the Building Department before a re-inspection can be scheduled if the project is not ready for the requested inspection, if the premises are locked, or if the permit card and/or approved plans are not available.

B. Inspections shall be made on the next work day when possible upon request. Requests for next day inspections will be taken between 8:30 a.m. and 4:00 p.m., Monday through Friday, except official County holidays.

C. After each inspection, a notice shall be given to the permit holder as to approval or disapproval, listing all required corrections and code references. Electrical wiring shall not be covered or concealed until the work has been inspected and approved.

D. It shall be unlawful for any person to connect or reconnect any installation of electrical wiring, devices, appliances or equipment to a source of power supply without one of the following permits or certificates:

- (1) Construction Power Permit which allows power to be connected to a temporary power pole for construction purposes.

- (2) Mobile Home Certificate of Occupancy which allows connection to a power source.
- (3) Certificate of Occupancy which allows occupancy of the building or structure. This must be signed by the appropriate authority(s) before a building or structure or any portion thereof may be occupied. The certificate is required for all construction.
- (4) Certificate of Compliance allows electrical connection to a structure under construction but does not permit occupancy of the structure. This certificate is valid for a period of 90 days with one renewal permitted of an expiration time period approved by the Building Official. Failure to have a final inspection approved and a final certificate of occupancy issued within this time period will result in disconnection of electrical power.
- (5) Other certificates as required by codes.

E. Projects such as porches, decks, garages, sheds and open air agricultural buildings that are valued less than \$10,000 are exempt from inspections. However, all projects are subject to a final inspection to assure compliance with minimum Building and Zoning code requirements.

F. Additions, regardless of value, are subject to normal types of inspections required by the Building Official. Additions shall be defined as an increase to the original footprint of the dwelling.

Section 15 – Stop Work Order:

Upon notice from the Building Official or his/her agent that work on any building, structure or development is being done in violation to the provisions of this Ordinance or any other Ordinance or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work or posted in a conspicuous place at the job site. If an emergency exists, no written notice shall be required to be given by the Building Official.

Section 16 – Liability:

No officer or employee or member of the Construction Board of Adjustment and Appeals (a.k.a. Building Code Board of Appeals), charged with the enforcement of this code, acting for the County in the discharge of his/her duties, shall thereby render him/herself liable personally, and he/she is hereby relieved from all personal liability for any damage that may occur to person or property as a result of any act required or permitted in the discharge of his/her duties. Any suit brought against any officer or employee because of any act performed by him/her in the enforcement of any provisions of this code shall be defended by Georgetown County until the final termination of the proceedings.

Section 17 – Records:

The Building Official shall keep or cause to be kept a record of the business of the department. The department records shall be open to the public for inspection as required by Federal and State Law.

Section 18 – Validity:

If any section, part of a section, or provision of this Ordinance shall for any reason be declared by any competent authority to be unconstitutional or invalid for any other reason, such shall not affect the validity of the other provisions hereof.

Section 19 – Repeal of Conflicting Ordinances:

All Ordinances or parts of Ordinances of the County of Georgetown inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 20 – Building Code Board of Appeals

(A) Review Responsibilities of the Code Update

The Building Code Board of Appeals shall review and propose amendments to all codes referred to in this Ordinance and shall within 60 days of receipt of proposed amendments if they are not adopted by Ordinance recommend in part or total, such amendments to the Georgetown County Council for final determination.

B) Appeals

The Board shall hear appeals to the decisions of the Building Official or Fire Official in the manner specified by the Building Code and the Board's by-laws.

Section 21 – Violations and Penalties:

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who has undertaken any land development, or who shall erect, construct, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished a building or structure in violation of a detailed statement or drawing submitted and permitted thereunder, or in the absence of such shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished by a fine not to exceed **Five Hundred Dollars (\$500.00)** or imprisonment of not more than thirty days.

Section 22 – Fire Flow Guidelines:

Recognizing that varying conditions exist in Georgetown County regarding fire suppression water requirements and availability, this document establishes guidelines to be used to establish minimum standards for new construction, renovations and additions, as it relates to fire suppression.

A. Areas served by public water supply systems should follow these minimum standards:

1. All lines should be at least 6 inches in diameter except short extensions servicing fewer than four properties, provided all structures are within 500 feet of a fire hydrant. These short extensions may be sized based on commonly accepted engineering practices.
2. All lines except short extensions should be looped whenever practical.
3. In residential areas all dwellings shall be within 500 feet of a fire hydrant. In non-residential areas all structures shall be within 1,000 feet of a fire hydrant.
4. All water system extensions shall be required to include hydrants at spacings listed in #3 above.
5. As new structures and dwellings are constructed hydrants shall be added to conform to the standard in #3. The utility provider and property owner shall determine financial arrangements.

6. The minimum fire flow shall not be less than 1,000 GPM. However, flows beyond this minimum may be required for certain occupancies as well as types of construction. Projects requiring increased fire flows should discuss with the appropriate fire department alternatives which will help protect lives and structures. Fire flows less than 1,000 GPM may require additional water sources or construction methods. The Building Official shall review these and determine if a permit is to be issued.
- B. Areas without public water supply systems but having alternate water sources:
1. The fire department shall identify alternate water sources such as streams, ponds, etc. within two (2) road miles of the structure.
 2. The alternate water sources shall be equipped with dry hydrants when practical.
 3. Cost of the dry hydrant shall be the responsibility of the project owner but the County Public Works Department will install the dry hydrant and maintain it and it will be available for Fire Department usage.
 4. If there is no water source available with 2 miles, see Section C.
- C. Areas without a public water supply system and lacking alternate water sources:
1. Since the mission of the Fire Service is to save lives and protect property, design and construction must address the lack of adequate water for fire suppression.
 2. Because these areas present unique challenges to the Fire Service, any project should involve the Fire Service during the planning stage. There are a number of options which can result in a safer building with lower insurance costs. These may include but are not limited to:
 - a. Change the construction to a more fire resistant type.
 - b. Decrease the building size.
 - c. Provide fire walls within the footprint of the building.
 3. Owners who elect to build in these areas must recognize the lack of water will limit the Fire Department's ability to extinguish a fire.

Section 23 – Effective Date

This Ordinance shall become effective immediately upon adoption in accordance with State law. Submissions received after these dates must comply with the most current codes.

DONE, RATIFIED AND ADOPTED THIS 28th DAY OF JANUARY, 2020.

John Thomas, Chairman
Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 19-30, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

FOR INFORMATION: The Building Official is also charged by State Law to enforce additional regulations as follows:

- Section 40-59-10 relating to licensing of Residential Builders, Commercial Builders, and Specialty Contractors.

Item Number: 11.b
Meeting Date: 1/14/2020
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-31 - An Ordinance to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Wachesaw Road in Murrells Inlet, this particular parcel being approximately 1 acre designated as TMS No.41-0181-093-00-00. Georgetown County Council has been approached by the Grantor's assigned entity in an effort to reacquire the property.

OPTIONS:

1. Adoption of Ordinance No. 19-31 to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

2. Do not adopt Ordinance No. 19-31 to declare an approximately 1 acre parcel of land located in Murrells Inlet as surplus.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 19-31 to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

ATTACHMENTS:

Description	Type
□ Ordinance No. 19-31 To declare as surplus approximately 1 acre on Wachesaw Road	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #19-31

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 1 ACRE PORTION OF LAND LOCATED IN THE MURRELLS INLET COMMUNITY, BEARING GEORGETOWN COUNTY TMS# 41-0181-093-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE PROPERTY IN THE MANNER AS PRESCRIBED IN THE 1987 ORDINANCE CONVEYING THE PROPERTY TO GEORGETOWN COUNTY

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Wachesaw Road in Murrells Inlet, this particular parcel being approximately 1 acre designated as TMS: 41-0181-093-00-00; and

WHEREAS, Georgetown County Council has been approached by the Grantor's assigned entity in an effort to reacquire the property; 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 the purchaser; and

WHEREAS, a public hearing discussing the matter was held on _____, 2019.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 1 ACRE PORTION OF TMS# 41-0181-093-00-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH THE STIPULATIONS OF THE GRANTING DEED.

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 _____, 2019.

John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #19-31 , has been reviewed by me and is hereby approved as to form and legality.

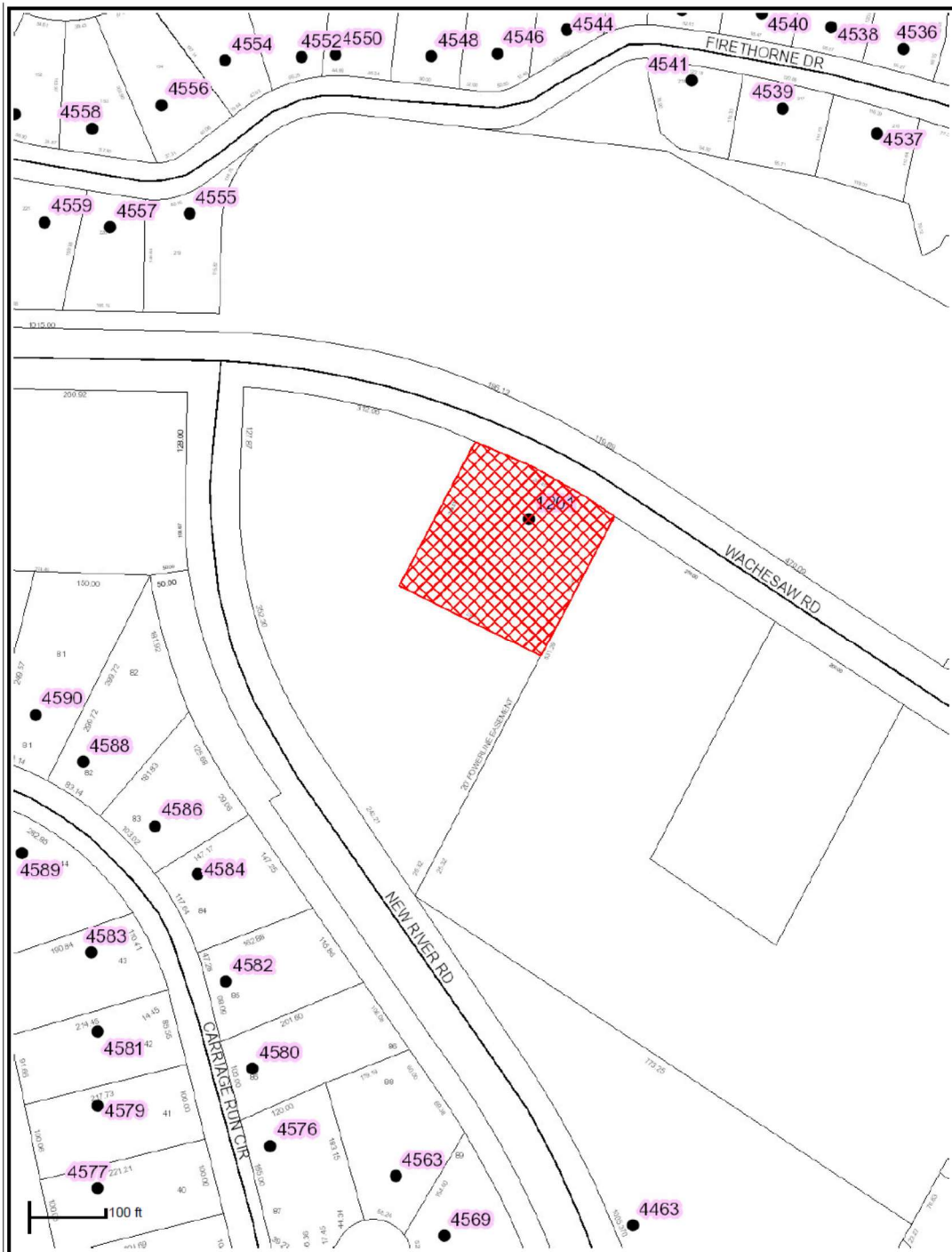
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

EXHIBIT A



Item Number: 11.c

Meeting Date: 1/14/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-32 - An Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Main Street in the Town of Andrews, this particular parcel being approximately 0.5 acre designated as TMS #06-0007-050-00-00. Georgetown County Council no longer needs to retain the property and has no future plan for the parcel.

Georgetown County Council 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.

OPTIONS:

1. Adopt Ordinance No. 19-32 to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

2. Do not adopt Ordinance No. 19-32.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 19-32 to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

ATTACHMENTS:

Description	Type
□ Ordinance No. 19-32 to declare property in the Town of Andrews as Surplus.	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #19-32

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 0.5 ACRE PORTION OF LAND LOCATED IN THE TOWN OF ANDREWS, BEARING GEORGETOWN COUNTY TMS# 06-0007-050-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE PROPERTY IN THE MANNER AS PRESCRIBED IN ORDINANCE 2008-09, AS AMENDED.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Main Street in the Town of Andrews, this particular parcel being approximately 0.5 acre designated as TMS: 06-0007-050-00-00; 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 _____, 2019.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 0.5 ACRE PORTION OF TMS# 06-0007-050-00-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH ORDINANCE 2008-09.

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 _____, 2019.

John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #19-32, has been reviewed by me and is hereby approved as to form and legality.

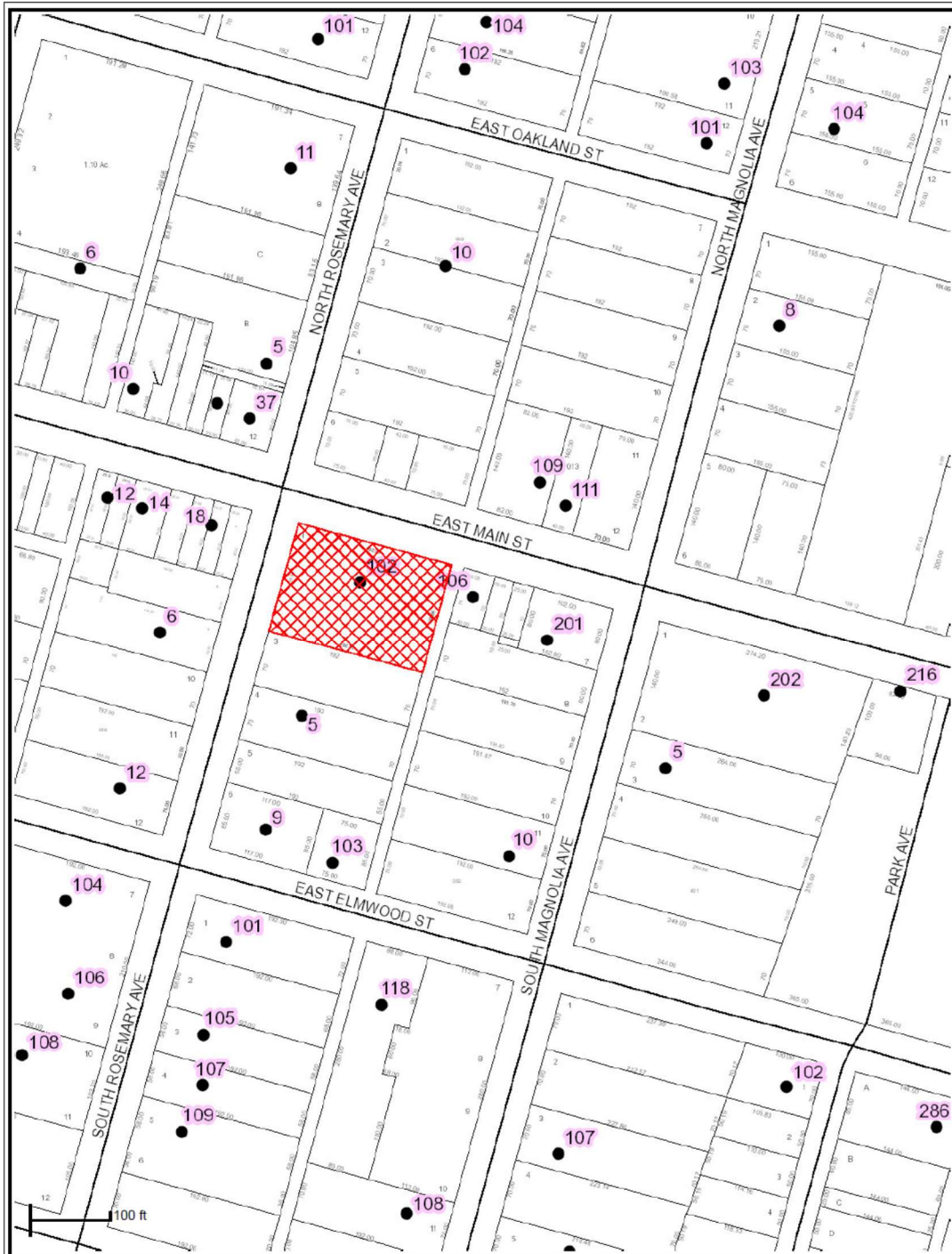
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

EXHIBIT A



Item Number: 12.a
Meeting Date: 1/14/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

CURRENT STATUS:

The parcels are currently designated as medium density residential on the Future Land Use map.

POINTS TO CONSIDER:

1. The Planning Commission voted 6 to 0 to recommend approval to rezone TMS 04-0147a-012-02-00 and 04-0147a-012-03-00 from General Residential (GR) to General Commercial (GC).
2. The Commission also voted 6 to 0 to recommend approval to redesignate these parcels from medium residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 20-01 Amendment to Comprehensive Plan	Ordinance
<input type="checkbox"/> gray FLU attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-01

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND AND FURTHER IDENTIFIED AS TAX MAP PARCELS 04-0147A-012-02-00 AND 04-0147A-012-03-00, FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of two parcels located on Archer Road in Pawleys Island and further identified as tax map parcels 04-0147a-012-02-00 and 04-0147a-012-03-00 from medium density residential to commercial.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2020.

John W. Thomas (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No.20-01, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Rommie Gray Property FLU Map REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Rommie Gray

— 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 35 70 140 210 280 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, Rommie Gray filed a request to rezone two parcels located south of Archer Road approximately 167 feet northwest of Geney Lane in Pawleys Island from General Residential (GR) to General Commercial (GC); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 04-0147A-012-02-00 and 04-0147A-012-03-00 as commercial.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____, seconded by _____, and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 12.b
Meeting Date: 1/14/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-02 - To rezone two parcels located south of Archer Road, approximately 167 ft northwest of Geney Lane, in Pawleys Island (Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00) from General Residential (GR) to General Commercial (GC).

A rezoning request was received from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane in Pawleys Island. Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

CURRENT STATUS:

The property is currently zoned General Residential (GR) and is currently being used for storage.

POINTS TO CONSIDER:

1. The property is approximately 1.62 acres and is located south of Archer Road and northwest of Geney Lane in Pawleys Island.
2. The property is fenced and used for storage and GR zoning does not allow for open storage. The applicant owns adjacent property to the east which is the Grayman Storage Facility and he wishes to utilize these two lots for additional storage.
3. Surrounding zoning to the north, west and south is General Residential. Mr. Gray owns the property just east of these two properties and it is zoned General Commercial. Other properties along Archer Road going east towards Ocean Highway are zoned both General Residential and General Commercial. The surrounding uses in the area are both residential and commercial in nature.
4. The FLU map designates this property and the surrounding properties as medium density. A change to the Future Land Use map will be necessary.
5. Staff recommended approval for the proposed rezoning based on the adjacent GC zoning and uses to the east. Staff also recommended changing the FLU map from medium density residential to commercial.
6. The Planning Commission held a public hearing on this issue at their December 19th meeting. One resident inquired as to the public notice process for this item. The Commission voted 6 to 0 to recommend approval for the proposed zoning change and to amend the FLU map from medium density residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▢	Ordinance No 20-02 Rezoning Archer Road Pawleys Island	Ordinance
	gray rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-02

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBERS 04-0147A-012-02-00 AND 04-0147A-012-03-00 LOCATED ON ARCHER ROAD NORTHWEST OF GENEY LANE IN PAWLEYS ISLAND FROM GENERAL RESIDENTIAL (GR) TO GENERAL COMMERCIAL (GC).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBERS 04-0147A-012-02-00 AND 04-0147A-012-03-00 LOCATED ON ARCHER ROAD NORTHWEST OF GENEY LANE IN PAWLEYS ISLAND FROM GENERAL RESIDENTIAL (GR) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John W. Thomas
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-02, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

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: 04-0147A-012-02-00 ~~1~~
04-0147A-012-03-00

Street Address: ARCHER RD. - (No Street Numbers)

City / State / Zip Code: Pawleys Island, S.C. 29585
LOT 26-C = 0.58AC.

Lot Dimensions/ Lot Area: LOT 26-D = 0.46AC.

Plat Book / Page: PLAT SLIDE 3527 PAGE 89

Current Zoning Classification: GR

Proposed Zoning Classification: GC

Property Owner of Record:

Name: Rommie Gray
Address: P.O. Box 1742
City/ State/ Zip Code: Pawleys Island, S.C. 29585
Telephone/Fax Numbers: 843-458-7997
E-mail: rommiegray@yahoo.com
Signature of Owner / Date: [Signature] 10/28/19

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: Wendell C. Powers
Address: P.O. Box 376
City / State / Zip Code: Georgetown, S.C. 29442
Telephone/Fax: 843-546-4000
E-mail: georgetownsurvey@yahoo.com
Signature of Agent/ Date: Wendell Powers 10/28/19
Signature of Property Owner: [Signature]

Contact Information:

Name: Wendell C. Powers
Address: P.O. Box 376 Georgetown, S.C. 29442
843-344-0867
Phone / E-mail: georgetownsurvey@yahoo.com

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

owner has adjacent property to east and desires
to utilize these two lots for commercial use.
contiguous property to east is zoned G.C.

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the

Property Owners Within 400' of Rommie
Gray Rezoning Request on Archer Road

Robert I. Cox, Jr.
324 Pringle Ferry Rd.
Georgetown, S.C. 29440

Nati Barrientos
37 Geney Lane
Pawleys Island, S.C. 29585

Hazel T. H. Riddle
6161 Whittier Ave. #B
High Point, N.C. 27262-8049

Sampit River Investments, LLC
894 Trout Street
Georgetown, S.C. 29440

Robert Hammonds
444 Inwood Rd.
Asheboro, N.C. 27205

Sally G. Martin
1573 Cay Road
Loris, S.C. 29569

Ralph E. Routh
291 Archer Road
Pawleys Island, S.C. 29585

John C. Cusick
89 Geney Lane
Pawleys Island, S.C. 29585

Samuel K. Routh, Sr.
3769 Mack Lineberry Rd.
Franklinville, N.C. 27248

Marsha M. Harper, et al.
P.O. Box 68
Pawleys Island, S.C. 29585

Eric and Paula Trugdon
3742 Mack Lineberry Rd.
Franklinville, N.C. 27248

Pilco Properties LLC
P.O. Box 380
Pawleys Island, S.C. 29585

Sandra M. Hardee, et al
Frankie J. Carl
20 Harpoon Place
Pawleys Island, S.C. 29585

Christopher F. Baker
Carol E. Baker, Jr.
P.O. Box 106B
Georgetown, S.C. 29442

Chapman Properties of Florence, Inc.
P.O. Box 307
Pawleys Island, S.C. 29585

Frank Jenkins, et al
Henry Jenkins, Jr
c/o Vernon Jenkins
P.O. Box 897
Pawleys Island, S.C. 29585

Will Nesbit, Jr.
6201 Rosebud St.
Columbia, S.C. 29203

John L. & Jane B. Routh
P.O. Box 145
Denton, N.C. 27239

Jerry W. Eaddy
P.O. Box 3222
Pawleys Island, S.C. 29585

Richard Lee Roberts
302 Archer Rd.
Pawleys Island, S.C. 29585

Edward H. & Brenda G. Payne
P.O. Box 1698
Pawleys Island, S.C. 29585

David W. Routh et al
Leigh Ann R. Fowler
3062 Old Liberty Rd.
Randleman, N.C. 27317

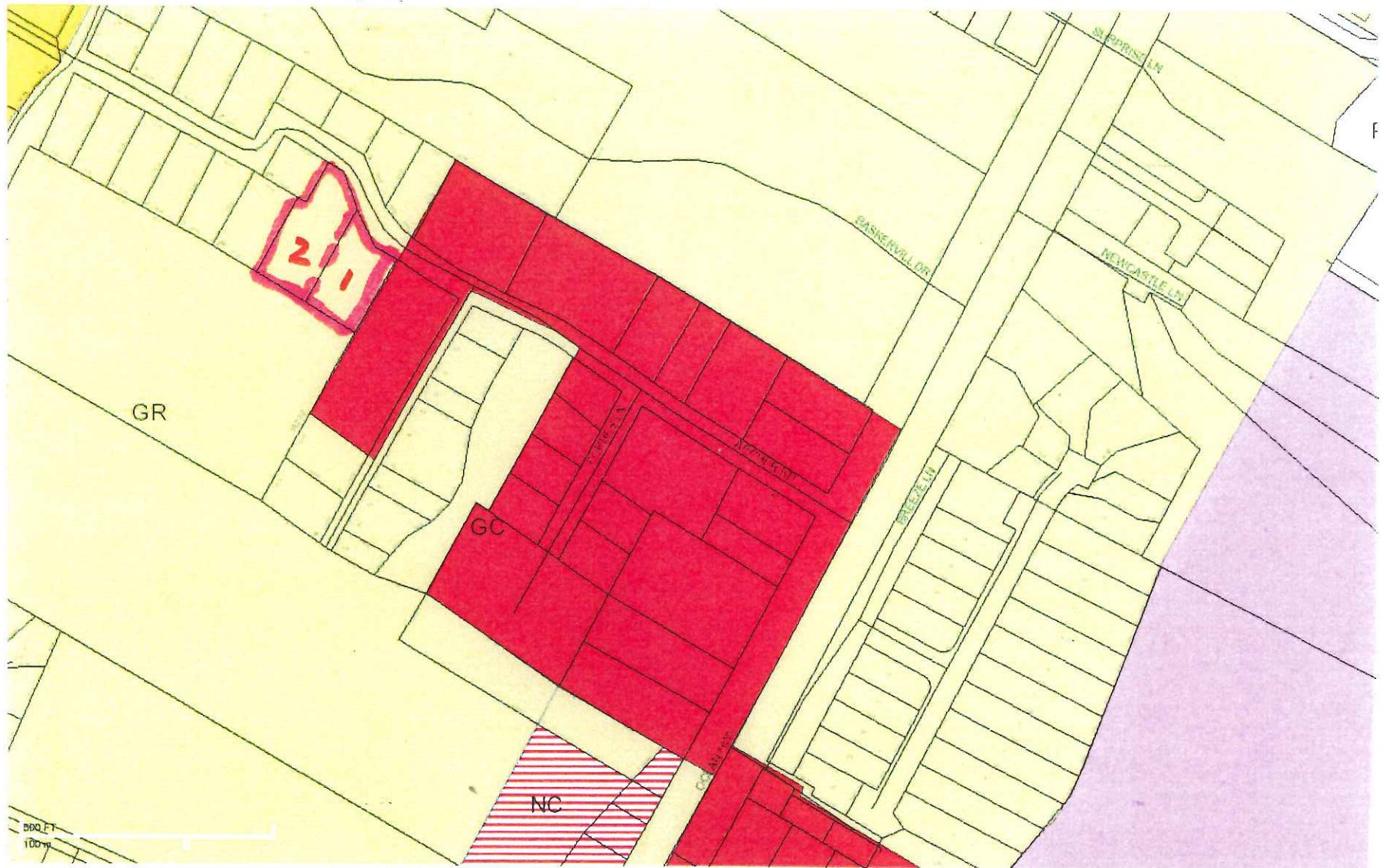
Robert E. Mims, Jr.
P.O. Box 900
Pawleys Island, S.C.
29585

Baskerville Housing Dev. Corp.
257 Baskerville Drive
Pawleys Island, S.C.
29585

Carlethia B. Baxter, et al
5037 Watergate Drive
Myrtle Beach, S.C.
29588

Holy Cross Faith Memorial
Episcopal Church
P.O. Box 990
Pawleys Island, S.C.
29585

EXISTING LOTS FOR REZONING



PROPOSED LOTS FOR REZONING

REFERENCES:

1. PLAT RECORDED IN PLAT BOOK EE PAGE 82
2. DEED RECORDED IN RECORD BOOK 114 PAGE 57 (LOT 26-A)
DEED RECORDED IN DEED BOOK 1742 PAGE 118 (LOT 26-C)

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL 450085 0278 E, DATED 10-16-92.

2. OWNER OF RECORD: ROMMIE GRAY
P.O. BOX 1285
PAWLEYS ISLAND, SC 29585

3. ZONED: GR
*BUILDING SETBACKS:
FRONT = 25'
SIDE = 10'
REAR = 20'

LOT WIDTH MIN. = 60'
MINIMUM AREA = 6,000 SQ.FT.

* SETBACKS TO BE VERIFIED BY GEORGETOWN COUNTY (AND IF APPLICABLE, VERIFIED BY APPROPRIATE HOA OR ARB).

4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.

5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RECERTIFICATION BY L. BRUCE ABBOTT.

6. THIS SURVEY IS NULL AND VOID IF SIGNATURE AND EMBOSSED SEAL ARE ABSENT.

7. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM 1983. DISTANCES SHOWN HEREON ARE HORIZONTAL (GROUND) DISTANCES, NOT GRID DISTANCES.

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

Dated 6/7/19

[Signature]
Planning Signature
[Signature]
Planning Signature



TIDEWATER
LAND SURVEYING LLC
36 NEW CASTLE LANE
PAWLEYS ISLAND, SC 29585



L. BRUCE ABBOTT SCPLS#29504
843-833-2190 Lbruceabbott@gmail.com

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class II as specified therein; also there are no visible encroachments or projections other than shown.

LEGEND

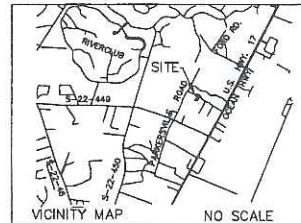
I.P.F. - IRON PIPE FOUND
I.P.S. - IRON PIPE SET
I.R.F. - IRON REBAR/ROD FOUND
I.R.S. - IRON REBAR/ROD SET
C.M.F. - CONC. MON. FOUND
C.M.S. - CONC. MON. SET
CP - CALCULATED POINT

N



201900005749
Filed for Record in
GEORGETOWN SC
MARLENE MCCONNELL, REGISTER OF DEEDS
06-07-2019 AB-04-13-19 Lm.
PLAT/RECORD 10.00
Book 3527 Page 89 - 89

Marlene McConnell



CERTIFICATE OF OWNERSHIP AND DEDICATION

The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan (development/plat) with my (our) free consent and that I (we) dedicate all items as specifically shown or indicated on this Plat.

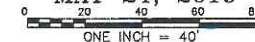
SIGNED _____ DATE _____

SIGNED _____ DATE _____

PLAT

OF A REVISION OF LOTS 26-A AND 26-C,
A.L. KING SUBDIVISION, WACCAMAW NECK,
SURVEYED FOR
ROMMIE GRAY
GEORGETOWN COUNTY, SOUTH CAROLINA
T.M.#04-0147A-012-00-00 (LOT 26-A) and
T.M.#04-0147A-012-02-00 (LOT 26-C)

MAY 24, 2019



Rommie Gray
Property Location
REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Rommie Gray

□ Lot Lines

— Railroads

◆ Landmarks

□ Municipalities

0 35 70 140 210 280 Feet

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



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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.

Rommie Gray
Property Aerial
REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Rommie Gray

□ Lot Lines

— Railroads

◆ Landmarks

2017 Hi Res Imagery

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 35 70 140 210 280 Feet

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





NOTICE OF PUBLIC HEARING

A request from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane. TMS #04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

The Planning Commission will be reviewing this request on **Thursday, December 19, 2019 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org



NOTICE OF PUBLIC HEARING

PLEASE NOTE TIME CHANGE

A request from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane. TMS #04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

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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

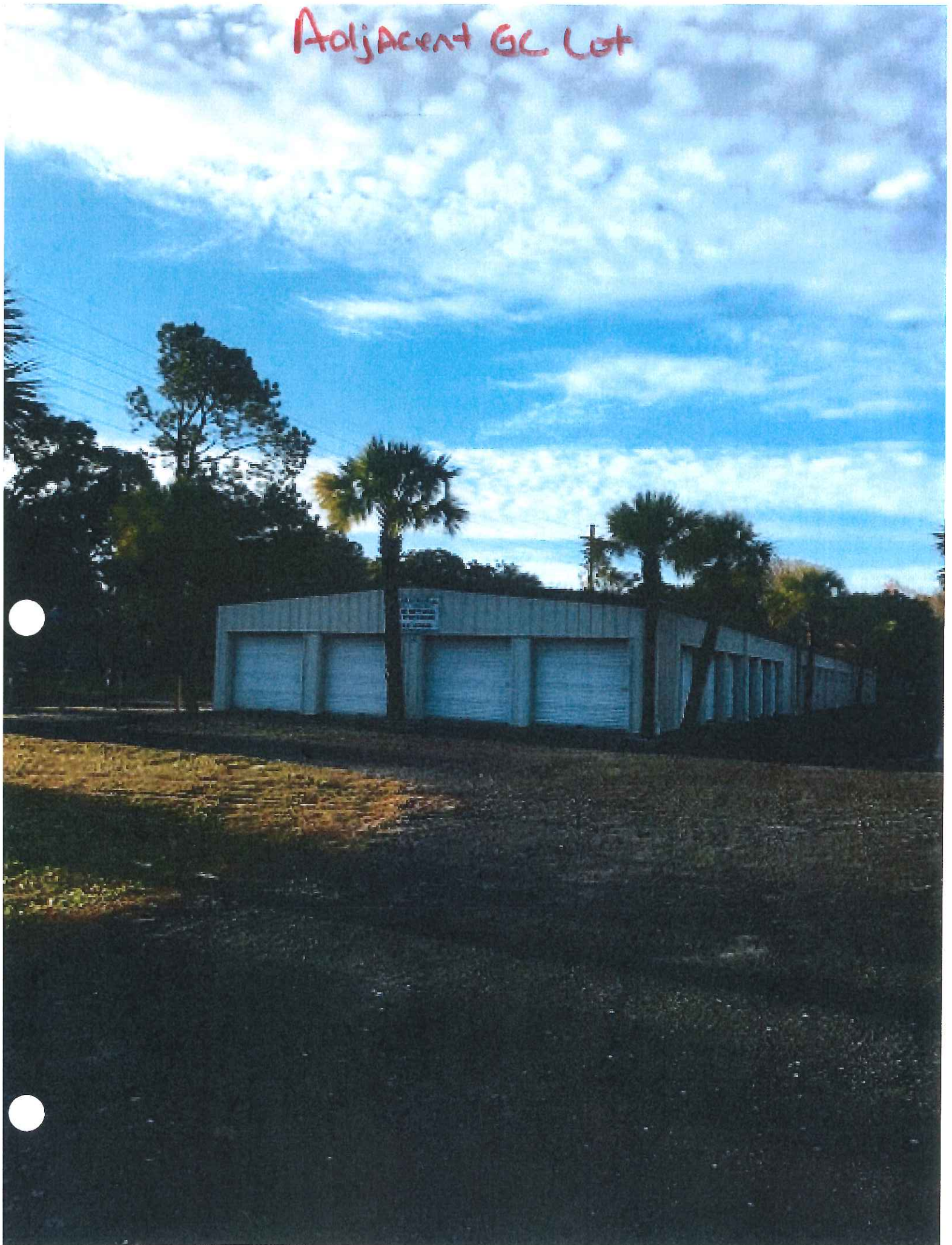
Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Adjacent GC Lot (2)



Adjacent GC Lot



Lot 1 (L)



Lot 1(2)



Lot 1 (3)



Lot 2 (1)



Lot 2(2)



Item Number: 12.c
Meeting Date: 1/14/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina. Horry Telephone Cooperative is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of maintaining a wireless communications tower.

Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. An increase of 15% in rent will be exercised upon this renewal.

OPTIONS:

1. Adoption of Ordinance No. 20-03
2. Do not adopt Ordinance. No. 20-03

STAFF RECOMMENDATIONS:

Adoption of Ordinance No. 20-03 authorizing the term extension of an existing property lease on Pond Road for maintenance of a Horry Telephone Cooperative Inc. wireless communications tower.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER	Ordinance
<input type="checkbox"/> Third Amendment - Pond Road Property Lease	Exhibit
<input type="checkbox"/> Pond Road Property Lease - Second Amendment	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-03

AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina; and

WHEREAS, HTC is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of maintaining a wireless communications tower; and

WHEREAS, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. Further, an increase of 15% in rent will be exercised upon this renewal; and

WHEREAS, a public hearing on said lease agreement was held _____, 2020.

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

That Georgetown County enter into the 3rd Amendment to the Lease Agreement, Exhibit A.

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 third reading final approval of this ordinance.

DONE, RATIFIED AND ADOPTED THIS 11th DAY OF FEBRUARY, 2020.

_____(Seal)
Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 20-03, has been reviewed by me and is hereby approved as to form and legality.

Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

EXHIBIT A

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
2. Licensee shall have the option to extend the term of the Lease for four (4) additional consecutive ten (10) year periods beyond the ten year extension term.
3. The rent shall increase on May 24, 2021 by Fifteen Percent (15%) over the rent amount for the previous year and shall then increase by Fifteen Percent (15%) every Five (5) Years thereafter during the term and any extensions thereof.
4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
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3. The rent shall increase on May 24, 2021 by Fifteen Percent (15%) over the rent amount for the previous year and shall then increase by Fifteen Percent (15%) every Five (5) Years thereafter during the term and any extensions thereof.
4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Acknowledgements

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____ SEAL

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____ Horry telephone Cooperative, Inc., a South Carolina Corporation and that by authority duly given as the act of Horry telephone Cooperative, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires : _____ SEAL

Second Lease Amendment

This Second Lease Amendment (hereinafter the "Amendment") is executed this 9th day of August, 2005 by and between the County of Georgetown ("Landlord") and HTC Communications, Inc. ("Tenant") *UC* *UC* *HA*

Witnesseth:

Whereas, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, HTC Communications, Inc. *UC* *UC* *HA* is successor in interest to Gearon and is now the Tenant under the Lease;

Whereas, Landlord and Tenant desire to enter into this Amendment to provide Tenant with additional ground space to be added to the Tenant's Property as is approximately described in Exhibit A attached hereto and made a part hereof (the "Additional Ground Space") and to increase the rent payable by Tenant to Landlord;

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to include the Additional Ground Space as part of the Property under the terms and conditions of the Lease and to increase the rent as set forth herein;

Amendment to Lease Agreement

Landlord warrants that it is seized of good and marketable title to the Additional Ground Space and has the full power and authority to enter into and execute this Amendment and the full power and authority to lease the Additional Ground Space to Tenant.

Landlord hereby acknowledges that this Amendment shall constitute notice as required under the Lease that Tenant intends to sublease a portion of the Property and the Additional Ground Space to Cellco General Partnership (d/b/a Verizon), its successors and assigns.

Property: Effective as of the full execution hereof, the Property as defined in the Lease shall be hereby amended to include the Additional Ground Space as shown on Exhibit A hereto as part of the Property. Landlord may survey the Property and the survey shall then become Exhibit B to this Amendment which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit A.

Rent: The rent shall be amended such that it is to be increased from the execution hereof forward by thirty-three percent (33%) of the amount originally called for under the Lease as it existed prior to this Amendment until the expiration or termination of the Lease or the termination of this Amendment, whichever occurs first.

Memorandum: At the request of Tenant, Landlord agrees to execute a memorandum or short form of the Agreement as amended in recordable form for the purpose of giving third parties notice thereof.

Termination: In addition to any termination rights provided in the Lease, Tenant may terminate this Amendment at any time after the execution hereof by delivery of written notice to Landlord immediately whereupon this Amendment shall be deemed of no further effect and the Leased Area and the Rent shall from such date forth be as set forth in the Lease as it existed prior to the execution of this Amendment.

Full Force and Effect: Except as modified herein, the Lease remains unchanged and in full force and effect.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Amendment under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By: Sel Hemingway

Name: Sel Hemingway

Its: Chairman

Witnesses
[Signature]
[Signature]

TENANT:

HTC Communications, Inc. ^{UC EKC}

By: Lowell K. Carter

Name: Lowell K. Carter

Its: Authorized Representative

Witnesses
[Signature]
[Signature]

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that sel Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 2nd day of August, 20 .

Elizabeth J. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

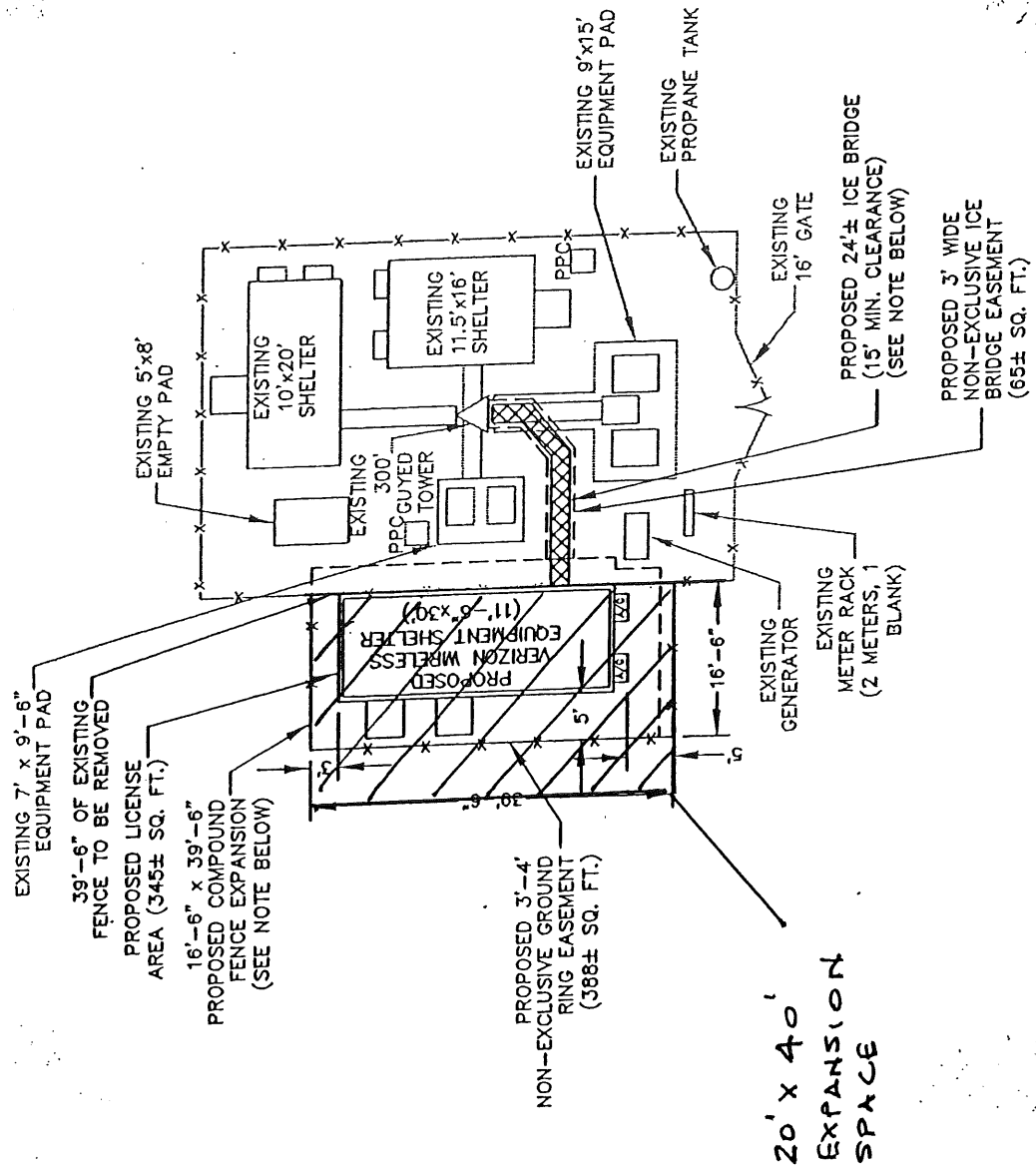
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2008.

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



State of South Carolina

County of Horry

Second Memorandum of Lease

The County of Georgetown (Landlord) hereby memorializes its lease to HTC Communications, ~~Inc.~~ (Tenant). *LLC LLC*

WITNESSETH:

WHEREAS, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

WHEREAS said Lease was amended by a MEMORANDUM OF LEASE AND AMENDMENT TO LEASE;

WHEREAS, HTC Communications, ~~Inc.~~ *LLC* is successor in interest to Gearon and is now the Tenant under the Lease; and

WHEREAS, HTC Communications and the County of Georgetown executed a Second Amendment to Lease to increase the size of the Property.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Description of the Property: The Property leased to Tenant has been increased in size as shown on Exhibit A attached hereto and incorporated herein by reference.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on Exhibit A, attached hereto and incorporated herein by reference all of which are hereby confirmed.

Signatures on Following Page

IN WITNESS WHEREOF, the undersigned have executed this Memorandum under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By: Sei Hemingway

Name: Sei Hemingway

Its: Chairman

Witnesses

William J. J. J.
Lucinda J. J.

TENANT:

HTC Communications, Inc. ^{UC UC AA}

By: Lowell K. Carter

Name: Lowell K. Carter

Its: Authorized Representative

Witnesses

E. J. J.
E. J. J.

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that Sel Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 9th day of August, 2005.

Elizabeth G. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

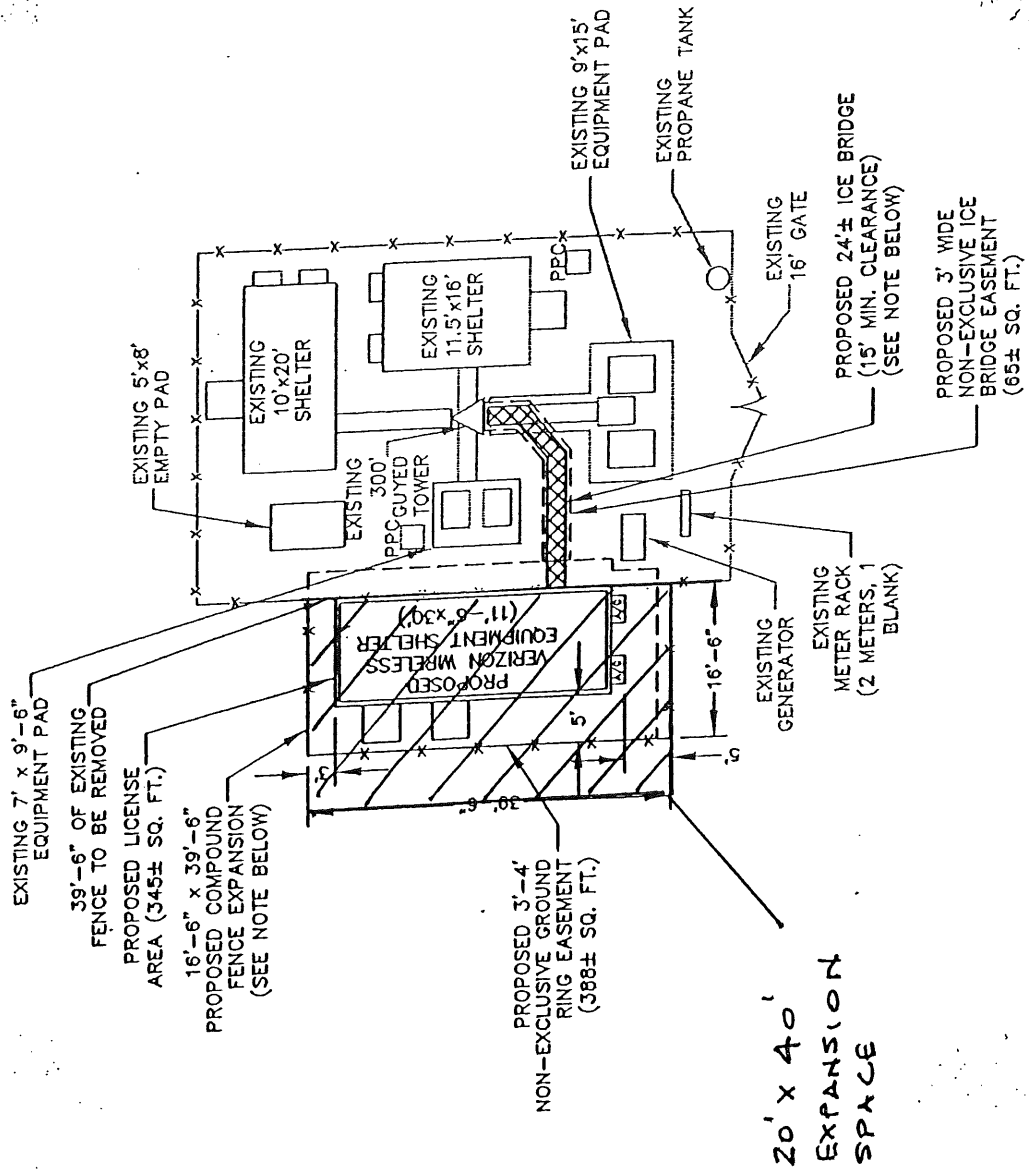
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2006

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this 11th day of April, 1996 between
County of Georgetown
 (the "LANDLORD") and GEARON & CO., INC. (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Georgetown
 County, State of South Carolina and TENANT desires to obtain an
 option to lease a portion of such real property, containing approximately 2400 square
 feet, together with a right of way thereto, as hereinafter described (such portion of real
 property and such right of way being hereinafter called the "Property"). The Property is
 more specifically described in Exhibit "A", and substantially shown as outlined in red on
 Exhibit "A-1", both attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of _____
 Dollars (\$ _____, the "Option Money"), to be paid by TENANT to LANDLORD upon
 TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the
 exclusive right and option (the "Option") to lease the Property in accordance with the terms
 and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to
10-11, 1996 (the "Option Period"). At TENANT's election, and upon
 TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option
 Period may be further extended for an additional period of six (6) months, through and
 including 4-11, 1996 with an additional payment of _____
 Dollars (\$ _____) by TENANT
 to LANDLORD for the extension of the Option Period. The Option Period may be thereafter
 further extended by mutual agreement in writing. If TENANT fails to exercise the Option
 within the Option Period, as it may thereafter be extended as provided herein, the Option
 shall terminate, all rights and privileges granted hereunder shall be deemed completely
 surrendered, LANDLORD shall retain all money paid for the Option, and no additional
 money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time
 by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its
 parent company or to any third party agreeing to be subject to the terms hereof. Otherwise,
 the Option may not be sold, assigned or transferred without the written consent of
 LANDLORD, such consent not to be unreasonably withheld. From and after the date the
 Option has been sold, assigned or transferred by TENANT to a third party agreeing to be
 subject to the terms hereof, TENANT shall immediately be released from any and all liability

under this Agreement, including the payment of any rental or other sums due, without any further action

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning

approvals or other certificates permits licenses or approvals. TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site". TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval. such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable). and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to)

costs of environmental assessments, title examinations, zoning application fees and attorneys' fees and other legal expenses of TENANT.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. Lease of Property. LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20') wide right of way extending from the nearest public right of way, which is known as POND ROAD, to the Property, as such right-of-way is shown on Exhibit "A" hereto (the "Right-of-Way").

2. Initial Term and Rental. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of \$ _____ Dollars (\$ _____) to be paid in equal monthly instalments on the first day of each month during the term, in advance, to County of Georgetown or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$ _____
2nd	\$ _____
3rd	\$ _____
4th	\$ _____

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Right of Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition

TENANT, at TENANT'S option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT'S tower. The easement granted herein shall extend such distance from the TENANT'S tower as is reasonably necessary, in TENANT'S sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT'S tower or the tower's guy wires or the TENANT'S other improvements.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the

improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD as additional rent for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

10. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

11. Sale of Property. If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. Quiet Enjoyment. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. Assignment. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold, merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

17. **Hazardous Substances.** LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being

generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. Opportunity to Cure. If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty(60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. Governing Law. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

20. Notices. All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT

Gearon & Co., Inc.
6650 Powers Ferry Road, Suite 125
Atlanta, Georgia 30339

LANDLORD

County of Georgetown
P.O. Drawer 1270
Georgetown, S.C. 29442

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

22. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in such form as shown on Exhibit "D" attached hereto and made a part hereof, in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

LANDLORD:

By: *Kenneth Thorne* President

Attest: Suzanne M. Whitman
Secretary

TENANT

By: Sue B. Chapman, Asst. Vice President

Attest: _____
K.W. Maser, Secretary

(CORPORATE SEAL)

4495

See Release on Page 74

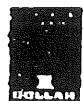
FORM NO.

88 MAY 74

Form 14-700 to Post Notice

Revised 7

STATE OF SOUTH CAROLINA,
COUNTY OF GEORGETOWN



Exh. b. + A

KNOW ALL MEN BY THESE PRESENTS, THAT
I, James Wesley Hughes, of the Murrells Inlet Section of Georgetown County,

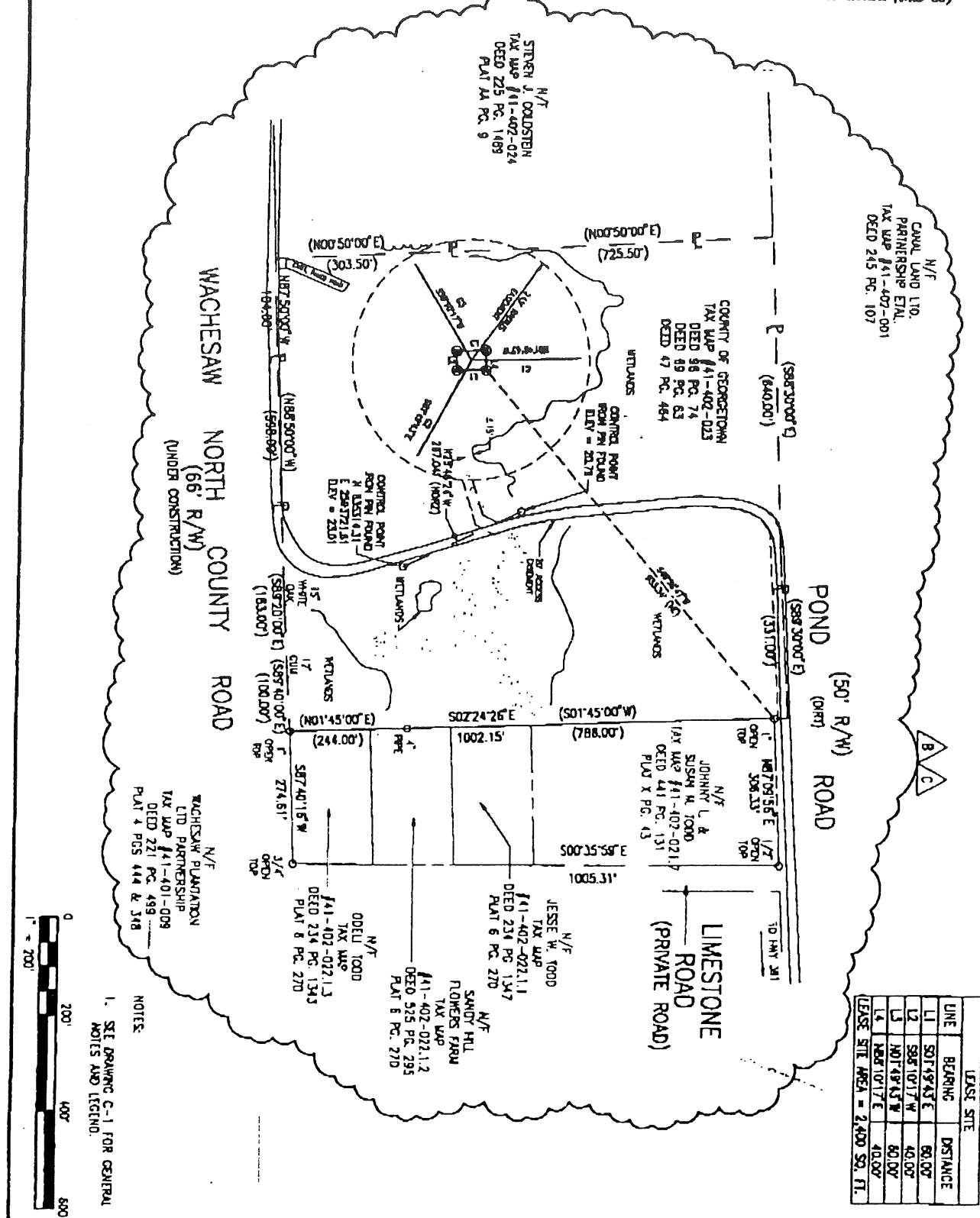
to the State aforesaid _____ for and _____ in consideration of the sum of
TEN THOUSAND FIVE HUNDRED AND NO/100 _____ DOLLARS,
to... R.C. in hand paid at and before the sealing of these presents by _____ County of Georgetown
a body politic,
to the State aforesaid _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said _____ COUNTY of Georgetown.

All that certain piece, parcel or tract of land situate, lying and being
in Georgetown County, State of South Carolina, containing twenty (20)
acres, more or less, and being bounded as follows: Northwest by lands of
International Paper Company; Southeast by lands of W. A. Kimbal; Northeast
by other lands of Oscar Perry Causey; and Southwest by lands of Charlie
Strickland.

Being the premises conveyed to the grantor herein by deed of H. W. Gordon
dated January 1, 1966, and recorded in the office of the Clerk of Court
for Georgetown County in deed book 69 at page 63.

Exhibit "A1"

SOUTH CAROLINA GRID NORTH (NAD 83)



BELLSOUTH
Carrollas PCS, L.P.

09-072-062-A

SITE
SLURRY

PROFESSIONAL SEAL
Professional Surveyor
No. 000218

CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA
PEDI MONT OLSEN
HENSLEY
No. 000218

NOTES:

1. SEE DRAWING C-1 FOR CENTRAL NOTES AND LEGEND.

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Property.

If none, please state "none".

Debts:

Lender:

Loan Officer Name and Telephone

Loan Number:

Liens:

Judgments:

EXHIBIT "C"

Legal Description and Survey of the Property (to be attached at a later date).

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

MEMORANDUM OF LEASE

("LANDLORD"), hereby leases to GEARON & CO., INC., a Georgia corporation ("TENANT"),
for a term beginning the _____ day of _____, 199__ and continuing for a
maximum period of _____ (____) years, including extensions and renewals, if any, the
following property:

See Exhibit A attached hereto for property description

The provisions set forth in a written lease agreement between the parties dated the
_____ day of _____, 199__ (the "Lease"), are hereby incorporated into this
memorandum.

TENANT may, pursuant to the terms and conditions contained in the Lease, assign its
interest under the Lease without the consent of LANDLORD.

LANDLORD:

GEORGETOWN COUNTY
By: [Signature] President
Attest: Suzanne M. Whitman Secretary

(CORPORATE SEAL)

TENANT:

GEARON & CO., INC., a Georgia
corporation

By: _____
Sue B. Chapman, Asst. Vice
President

Attest: _____
K.W. Maser, Secretary
(CORPORATE SEAL)

AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of MAY, 1996, by and between GEARON & CO., INC., a Georgia corporation (hereinafter "GEARON"), whose address is: 1760 The Exchange N.W., Atlanta, Georgia 30339, and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership (hereinafter "BELLSOUTH"), whose address is: 3353 Peachtree Road, N.E., Suite 300, Atlanta, Georgia 30326.

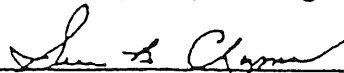
WITNESSETH: THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. GEARON hereby sells, transfers and assigns to BELLSOUTH or its designee, and BELLSOUTH or its designee accepts the sale, transfer and assignment of, all rights and obligations of GEARON pursuant to the provisions set forth in the attached written lease agreement between COUNTY OF GEORGETOWN, as Lessor, and GEARON & CO., INC., as Tenant, dated April 11, 1996 (the "Lease"), pertaining to certain property known as: Old Pond Road (# not available at this time), Murrells Inlet, South Carolina 29576, and located in Georgetown County.

2. In consideration of the foregoing, BELLSOUTH or its designee shall reimburse to GEARON upon demand any option money, deposit money, or other monies paid by GEARON as set forth in said Lease. If its designee fails to timely remit the foregoing monies to GEARON, BELLSOUTH shall pay such monies to GEARON upon demand.

IN WITNESS WHEREOF, this Agreement has been signed, sealed and delivered as of the date first above written.

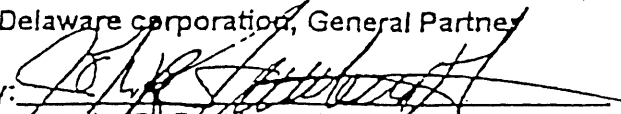
GEARON & CO., INC., a Georgia corporation

By: 
Sue B. Chapman, Assistant Vice President

(Corporate Seal)

BELLSOUTH CAROLINAS PCS, L.P.,
a Delaware limited partnership (SEAL)

By: BELLSOUTH PERSONAL COMMUNICATIONS, INC.,
a Delaware corporation, General Partner

By: 
John R. Scutleworth, Manager, Real Estate

203

BOOK 709 PAGE 63

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CLERK OF COURT
S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

MEMORANDUM OF LEASE AND AMENDMENT TO LEASE

COUNTY OF GEORGETOWN ("Lessor"), hereby memorializes its lease to BellSouth Carolinas PCS, L.P., a Delaware limited partnership ("BellSouth" or "Tenant"), successor in interest to Gearon & Co., Inc., a Georgia corporation ("Gearon") of the property described on the attached Exhibit "A":

WITNESSETH:

THAT WHEREAS, Lessor and Gearon executed and entered into an Option and Lease Agreement (the "Lease") for the property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Gearon has assigned its interest as Tenant under the option portion of the Lease to BellSouth, Gearon has been released from the Lease and BellSouth has exercised the option and assumed the obligations of Tenant under the Lease; and

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property, to acknowledge BellSouth's exercise of its option under the Lease and to provide for a commencement date under the Lease.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Information

Date of Lease:	<u>April 11, 1996</u>
Description of Property:	See Exhibit A attached hereto and incorporated herein by reference.
Term of Lease:	Twenty-five (25) years, including extensions and renewals, if any.
Commencement Date:	<u>May 24, 1996</u>

2. Lessor hereby acknowledges and consents to the assignment of the option portion of the Lease to BellSouth and hereby acknowledges that BellSouth has exercised its option under the Lease. Lessor hereby recognizes BellSouth as the Tenant under the Lease, and BellSouth attorns to Lessor as the Lessor under the Lease.

3. Notwithstanding anything to the contrary in the Lease, the description of the Property shall be as shown on Exhibit A, attached hereto and incorporated herein by reference, which Exhibit A shall be deemed attached to the Lease as Exhibit C thereto and shall supplement (and shall control in the event of a conflict with) Exhibits A and/or A-1 in the Lease relative to the description of the Property and the real estate contiguous thereto.

4. Lessor hereby grants to Tenant nonexclusive easements and rights of way for ingress and egress, for utilities, and (at Tenant's option) for guy wires, all of which are as shown and/or described in Exhibit A attached hereto and incorporated herein by reference TO HAVE AND TO HOLD unto Tenant, its successors and assigns, during the term of the Lease.

5. The Lease prohibits Lessor from selling, leasing or using any other areas of the real property owned or controlled by Lessor adjacent to the Property for the installation, operation or maintenance of other communications facilities that, in Tenant's judgment, would interfere with Tenant's use of the Property.

6. The purpose of this Memorandum of Lease and Amendment to Lease (the "Memorandum") is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. A full and complete copy of the Lease is on file at the offices of the Lessor and the Tenant. In the event of a conflict between the terms of this Memorandum of Lease, such conflicting or additional terms shall be deemed to be a part of the Lease and shall otherwise amend the Lease and be controlling. The terms of the Lease are incorporated herein by reference.

(REMAINDER OF PAGE INTENTIONALLY DELETED)

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

TENANT:

BELLSOUTH CAROLINAS, PCS, L.P.,
a Delaware limited partnership

Patricia M. Eason
Witness

[Signature]
Witness

BY: BELLSOUTH PERSONAL
COMMUNICATIONS, INC., a
Delaware Corporation, its
general partner

BY: [Signature]

Print name: Scott Fox

Title: Vice President

I, RICHARD A. DAVIS, notary public, do hereby certify
that Scott Fox
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

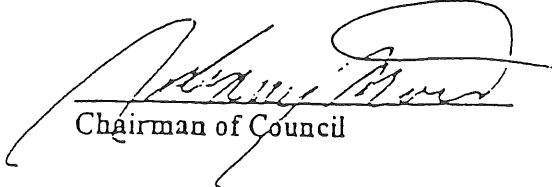
Witness my hand and seal this 5 day of June, 1996.

[Signature]
Notary Public for Georgia

My commission expires January 15, 1999
Notary Public, DeKalb County, Georgia

LESSOR:

COUNTY OF GEORGETOWN

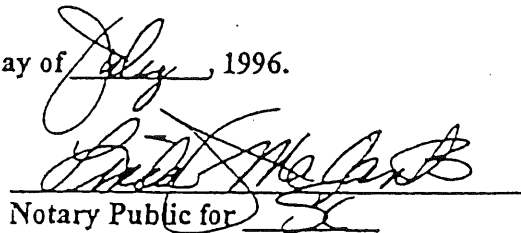

Chairman of Council

Suzanne M. Whitman
Witness

Kathleen B. Livingston
Witness

I, LINDA J McCANTS, notary public, do hereby certify
that Johnny MORANT
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and seal this 1st day of July, 1996.


Notary Public for SE

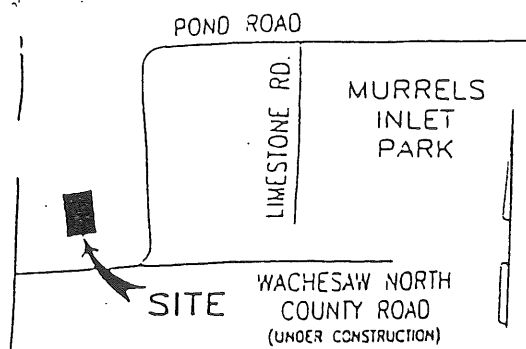
My commission expires: 10/03/90

072-052A-SUNNY

A portion of the certain piece, parcel or lot of land, situate, lying, and being in the County of Georgetown, in the State of South Carolina, being the property of County of Georgetown as described in Deed Book 96 at Page 74, Book 69 at Page 63, and Book 47 at Page 464 and being shown and delineated on a Lease Exhibit prepared for BellSouth Carolinas P.C.S., L.P., by Piedmont Olsen Hensley dated March 15, 1996, Revised April 9, 1996, entitled "Lease Exhibit for BellSouth Carolinas P.C.S., L.P. of Site 072-052A-Sunny" and attached hereto as part of this Exhibit A. The part of said property encumbered by this agreement is shown and delineated on said Lease Exhibit as a "Lease Site", "Access, Utility & Maintenance Easement" and 245' Radius Guy Easement, and have such metes and bounds and courses and distances as are set forth on said Lease Exhibit.

LEASE SITE		
LINE	BEARING	DISTANCE
L1	S01°49'43" E	60.00'
L2	S88°10'17" W	40.00'
L3	N01°49'43" W	60.00'
L4	N88°10'17" E	40.00'
AREA = ±2,400 SQ.FT.		

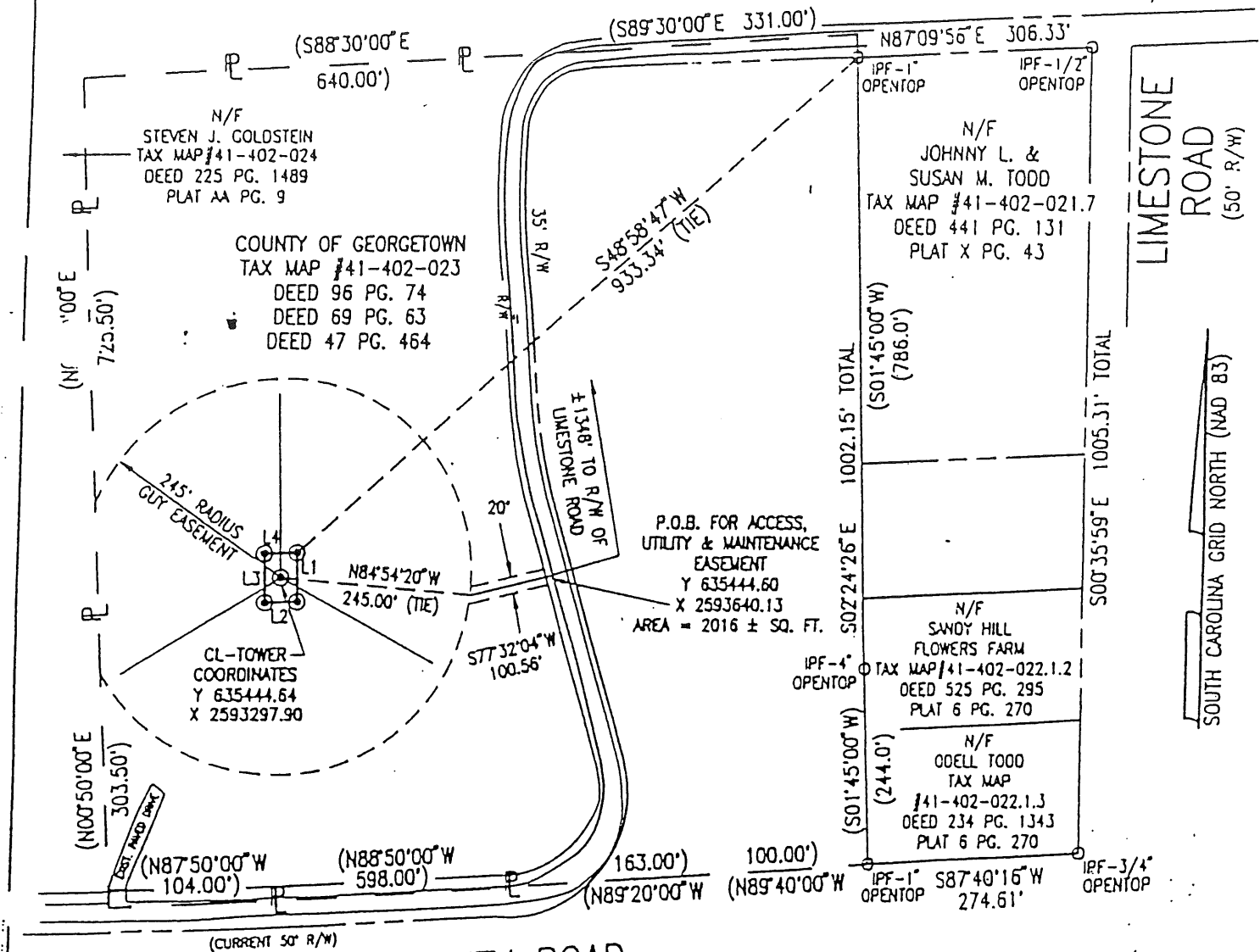
_____	LINE SURVEYED
_____ P _____	LINE NOT SURVEYED
_____ <u>3/4</u> _____	ROAD RIGHT-OF-WAY LINE
(N45°45'E 150.00')	BY DEED OR PLAT
P.O.B.	POINT OF BEGINNING
○	IPF - IRON PIN FOUND
⊙	NAIL SET



VICINITY MAP
N.T.S.

N/F
CANAL LAND LTD.
PARTNERSHIP ETAL
TAX MAP 741-402-001
DEED 245 PG. 107

POND ROAD
35' R/W



CHESA W NORTH COUNTY ROAD
(66' R/W UNDER CONSTRUCTION)



NOTES:

- 1) BEARINGS ARE SC GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED. COORDINATES ARE SC GRID (NAD 83).
- 2) THIS LEASE EXHIBIT HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
- 3) THIS MAP REPRESENTS ONLY A SURVEY OF THE LEASE AREA, AND IS NOT INTENDED FOR

Item Number: 12.d
Meeting Date: 1/14/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site located along Pennyroyal Road.

CURRENT STATUS:

First Reading by Title Only

Item Number: 15.a
Meeting Date: 1/14/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Recognition of Tamara McIntyre of the Waccamaw Library as Manager of the Year for 2019.

CURRENT STATUS:

Tamara McIntyre, branch manager for the Waccamaw Library for just under three years, has been named the county's Manager of the Year for 2019. She was nominated by Library Director Dwight McInvaill.

POINTS TO CONSIDER:

In a relatively short time with Georgetown County, Tamara has made an excellent impression on her superiors, as well as library patrons, as she manages one of the busiest facilities in the county.

In Fiscal Year 2019 alone, the Waccamaw Library was the site of 854 community meetings attended by more than 16,000 people. The library staff and the Friends of the Waccamaw Library also hosted 409 public library programs with a turnout of nearly 9,200 people. On top of that, there were 32,114 customer checkouts, more than 10,000 uses of library computers, 25,000 inquiries at the reference desk, and more than 86,000 items borrowed.

Since the Waccamaw Library reopened in a new, larger space in 2015, the branch has been an enormous success and has become a true community center for residents on the Waccamaw Neck, said Library Director Dwight McInvaill. McIntyre has played an important role in that process.

Among projects McIntyre has taken on are:

- Creation of a new development expenditure and production tracking process,
- Improving reporting methodologies for services at the Waccamaw Branch,
- Providing support for a Highway 17 Charrette hosted at the library,
- And introducing quarterly blood drives at the Waccamaw Library.

McIntyre supervises 14 employees and has oversight of a \$600,000 budget.

In her time at the library she has truly made a connection with the community she serves.

FINANCIAL IMPACT:

N/A

OPTIONS:

N/A

STAFF RECOMMENDATIONS:

N/A

ATTORNEY REVIEW:

No

Item Number: 15.b
Meeting Date: 1/14/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Recognition of Lesley Eastham as Georgetown County's 2019 Employee Volunteer of the Year.

CURRENT STATUS:

Lesley Eastham, a firefighter/paramedic with Georgetown County Fire/EMS has been selected as the County's 2019 Employee Volunteer of the Year for outstanding volunteer service rendered to her department and her community.

POINTS TO CONSIDER:

The Employee Volunteer of the Year award is presented at the end of each year to recognize one county employee who also volunteers their time and service to one of the county's many departments and divisions outside the course of their regular job. Lesley Eastham was selected as this year's winner for outstanding service rendered to Georgetown County Fire/EMS and her community.

Lesley has been employed with Georgetown County for 28 years and has been volunteering for 20 years. In addition to her work as a firefighter/paramedic and Infectious Control Officer with County Fire/EMS, she volunteers significant time to helping teach CPR and medical courses. She frequently teaches these courses to department personnel while off duty. She especially likes teaching pediatric and stroke patient care courses, because she sees how vitally important these courses are to caring for communities. On her own time, she takes courses to improve her knowledge and skills in these areas. She also volunteers to teach CPR, AED and First Aid courses at schools, daycares, churches and local businesses.

If that's not enough, Lesley is a volunteer supporter of David's Blankets of Hope, which handmakes and donates blankets to sick children. These blankets are made in the children's favorite colors or with images of their favorite cartoon characters to provide comfort and warmth while children recover in the hospital.

"Lesley has an amazing passion for teaching as many people as she can," said County Fire/EMS Chief Mack Reed. "She believes the more people that are knowledgeable in helping provide medical care to sick or injured people, the more lives that can be saved. She is also very modest in her volunteer efforts."

FINANCIAL IMPACT:

N/A

OPTIONS:

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

STAFF RECOMMENDATIONS:

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

ATTORNEY REVIEW:

No

Item Number: 15.c
Meeting Date: 1/14/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Recognition of Cedric Geathers as 2019 Volunteer of the Year.

CURRENT STATUS:

Cedric Geathers, a volunteer with Georgetown County Fire/EMS, has been named the county's 2019 Volunteer of the Year.

POINTS TO CONSIDER:

At the end of each year, Georgetown County recognizes one volunteer from within its various departments and divisions that has stood out above the rest in their commitment and service. This year, the county has selected Cedric Geathers, who has been a dedicated volunteer with Georgetown County Fire/EMS since 2014.

Cedric is always willing to assist County Fire/EMS in any capacity he is asked, said Chief Mack Reed. Over the last two years, he rendered his service to help during Hurricanes Florence and Dorian. He stayed day and night at the fire station, where he did everything from cooking for the team to running emergency calls. On a daily basis, he spends the majority of his time at the fire station, often arriving at 8 a.m. and sometimes staying until 10 p.m., assisting the Fire/EMS family and waiting to serve the residents of Georgetown County. Cedric is well known for saying, "I'm always ready whether I'm at home or at the Fire Station," and "If you stay ready you won't have to get ready."

Cedric volunteers at Station 10, where he often can be observed mentoring children and teens. He helps with recruiting teens and other volunteers to join the Fire Department, and loves teaching kids about fire safety. He is always willing to assist at public education events, especially those involving youth. He says "It's one of my callings from God - to mentor and guide children".

Cedric was in the NJROTC program at Georgetown High School for four years. He said that's where he received a lot of knowledge about mentoring and learned how to communicate with children. "Being in the NJROTC program and in uniform, a lot of kids seemed to respect that and wanted to talk to me and ask me questions. Even though I would be in a rush to go somewhere, I would always take the time to talk to them," Cedric said. He also said that the fire department has taught him to teach fire and life safety to young people.

As part of the Fire Department, Cedric has witnessed his share of tragic calls. This has motivated him to promote campaigns that advised young people against drinking and driving and texting and driving, as well as basic fire safety.

"It's not just about working those emergent calls for Cedric; it's about teaching and helping others from lessons learned," said Chief Reed. "He has a very loving, caring and giving heart. We need

more people like that."

"All I want to do is to be there for people and help them the best way that I can," Cedric said.

FINANCIAL IMPACT:

N/A

OPTIONS:

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

STAFF RECOMMENDATIONS:

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

ATTORNEY REVIEW:

No

Item Number: 15.d
Meeting Date: 1/14/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

A report for the year 2019-2019 outlining the status of development impact fees collected by the County.

CURRENT STATUS:

The Development Impact Fee Ordinance, including the fee schedule, has not changed during the subject fiscal year. The development impact fees are divided into fees for recreation, library, transportation, and law enforcement.

POINTS TO CONSIDER:

See attached report.

FINANCIAL IMPACT:

\$1,002,373 was collected in 2018-2019.

STAFF RECOMMENDATIONS:

Staff recommends receiving the report as information.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Impact Fee Report 2019	Backup Material

Georgetown County, SC

Impact Fee Annual Report

July 1, 2018 – June 30, 2019

Overview

Georgetown County originally adopted impact fees for Libraries, Law Enforcement, Parks/Recreation and Roads in 2009. This report represents the ninth full year of collections. Fees are collected at the time a building permit is issued. The fees were developed pursuant to the South Carolina Development Impact Fee Act. The County has collected impact fees for the fire service area for many years. Fire impact fees are not included in this report. Impact fees are highly restricted fees that must be spent only on projects identified in the Capital Improvements Plan (CIP).

Impact Fee Schedule

See Attachment A for the current fee schedule. Prior to FY 2011, impact fees for Parks/Recreation were assessed in four distinct service areas. Road impact fees were assessed in two service areas and Libraries and Law Enforcement were assessed the same County-wide. After careful review by an independent consultant, the County determined that the four different impact fees with different charges could be assessed County-wide and not broken into smaller service areas. This change and a review of the Capital Improvement Program resulted in a significant reduction of the fees. Residential fees are charged per dwelling regardless of size. Fees for other uses are charged either by the “per 1,000 square foot” or a “unique demand indicator” such as beds in a nursing home. It was determined by reviewing the data from the first year of collections that residents of mobile homes overwhelmingly were eligible for a waiver of the impact fees. The County adopted this procedure to encourage and not impede affordable housing. Families earning less than 80% of the median income of the County as determined by the Federal government are eligible for a waiver of fees. As a result of this review, the County amended the Ordinance to exclude mobile homes from impact fees.

Collections

This annual report covers the fiscal year beginning July 1, 2018 and ending June 30, 2019. See Attachment B for the following information:

- Fees collected through June 30, 2019 by category.
- Expenditures. All impact fees are spent on debt service for specific projects identified in the current CIP. Expenditures are shown through June 30, 2019 by category.
- Impact fee balance as of June 30, 2019.

Attachment C reflects the fees collected since the ordinance was adopted and includes yearly totals by category. Cumulative totals by category are also shown.

For fiscal year 2019, a total of \$1,002,373 was collected. This is a reduction of \$181,064 from the previous year which totaled \$ 1,183,437. Revenue has now decreased the past two years after a program high of \$1,895,380 in 2017. Impact fee revenue is highly affected by large projects that may be permitted in a particular year.

CIP

Once significant changes are made to the CIP in the future, individual fees will need to be revisited to assure they reflect the impact a particular use has on an identified service.

Impact Fee Ordinance

No changes were made to the Impact Fee Ordinance this past year. No changes are expected in FY 2019 - 2020 unless the CIP dictates such changes.

ATTACHMENT A

5.0 Impact Fee Schedule

<i>Combined Service Area</i>	<i>Library</i>	<i>Recreation</i>	<i>Transportation</i>	<i>Law Enforcement</i>	<i>TOTAL</i>
<u><i>Residential</i></u>	Per Housing Unit				
Detached (SFD & MH)	\$685	\$1,659	\$750	\$750	\$3,844
Attached (all other)	\$303	\$1,320	\$510	\$332	\$2,465
<u><i>Nonresidential</i></u>	Per 1,000 Square Feet of Floor Area				
Retail/Restaurant			\$1,810	\$322	\$2,132
Business Park			\$570	\$407	\$977
Office			\$820	\$535	\$1,355
Hospital			\$780	\$436	\$1,216
School			\$420	\$118	\$538
Mini-Warehouse			\$110	\$5	\$115
Warehousing			\$220	\$165	\$385
Manufacturing			\$170	\$230	\$400
Light Industrial			\$310	\$298	\$608
<u><i>Other Nonresidential</i></u>	Per Unique Demand Indicator				
Nursing Home (per bed)			\$100	\$46	\$146
Day Care (per student)			\$90	\$20	\$110
Lodging (per room)			\$250	\$56	\$306

SECTION 3. If any provision of this chapter is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion thereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this chapter.

SECTION 4. This Ordinance shall be effective and applied as of the 1st day of July, 2010.

ATTACHMENT B

Impact Fee Activity July 1, 2018 through June 30, 2019

	Balance on Hand 6/30/2018	Revenues						Expenditures Amount	Balance on Hand 6/30/2019
		Residential		Commercial		Totals			
		Number	Amount	Number	Amount	Number	Amount		
Parks & Recreation Impact Fees									
County Wide	\$ -	262	\$ 430,857	N/A	N/A	262	\$ 430,857	\$ (430,857)	\$ -
	-	262	430,857	N/A	N/A	262	430,857	(430,857)	-
Library Impact Fees									
County Wide	-	262	172,818	N/A	N/A	262	172,818	(172,818)	-
	-	262	172,818	N/A	N/A	262	172,818	(172,818)	-
Law Enforcement Impact Fees									
County Wide	-	262	189,222	11	5,137	273	194,359	(194,359)	-
	-	262	189,222	11	5,137	273	194,359	(194,359)	-
Transportation Impact Fees									
County Wide	1,871,461	262	192,960	11	11,379	273	204,339	(1,362,303)	713,497
	1,871,461	262	192,960	11	11,379	273	204,339	(1,362,303)	713,497
Grand Totals	\$1,871,461		\$ 985,857		\$ 16,516		\$ 1,002,373	\$ (2,160,337)	\$ 713,497

ATTACHMENT C

Development Impact Fees Collected

	2011	2012	2013	2014	2015	2016	2017	2018	2019
Library	\$78,393	105,490	141,096	151,162	180,103	179,932	287,126	197,096	172,818
Law Enforc	\$148,846	145,712	189,493	241,837	208,792	249,464	328,876	228,605	194,359
Transpor.	\$92,630	217,978	223,540	419,434	241,513	294,018	412,828	267,494	204,339
Parks, Rec.	\$154,817	255,486	342,735	368,601	436,191	464,499	866,550	490,242	430,857
Total	\$474,686	724,666	896,864	1,181,034	1,066,599	1,187,913	1,895,380	1,183,437	1,002,373

Total Fees By

Category	Recreation - \$3,809,978
	Library - \$1,493,216
	Law Enf. - \$1935,984
	Trans. - \$2,373,774
	Total - \$7,427,142

Prepared: 12/31/19

Note: Prior to 2011, development impact fees were collected for a partial year. The amount for the partial year is not reflected on this sheet.

Item Number: 15.e
Meeting Date: 1/14/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Recreation & Community Services

ISSUE UNDER CONSIDERATION:

Contract with SGA Narmour Wright Design professional design, engineering, construction bidding and management for Waccamaw Elementary Field Complex Project.

CURRENT STATUS:

SGA (now SGA Narmour Wright Design) was selected and approved to provide design and construction management for recreation master plan projects in the Waccamaw region that are included within the current CIP.

As part of initial master plan development SGA oversaw environmental testing and conceptual master planning for this site. This agreement includes final design, engineering, bid and construction administration required for this project.

As this firm oversaw environmental testing and provided initial master conceptual planning for this site the firm has a comprehensive understanding of this site, our facility needs/requirements as well as those of the school district and Waccamaw region.

The Waccamaw Elementary Field Complex project is included within the first phase of the current recreation master plan/capital improvement plan.

POINTS TO CONSIDER:

Georgetown County has maintained and programmed recreational baseball on fields located adjacent to Waccamaw Elementary School for many years under a joint use agreement with the Georgetown County School District.

Growth in baseball/softball participation in the Waccamaw region has resulted in a lack of appropriate field space required to accommodate play. Continued participation growth for baseball/softball in this region is anticipated, as a result this project vital to support both current and future capacity.

Redesign of a new field complex at this location will allow additional fields to be constructed to support current needs and projected growth.

Use of property adjacent to Waccamaw Elementary School and included in the current joint use agreement with the Georgetown County School District allows this important facility to be developed in a central location on the Waccamaw Neck without incurring costs for land acquisition.

Co-location also permits the School District with partnership opportunities to share costs and use of site improvements such as parking and access roadways. In addition, the School District is currently working with SGA Narmour Wright Design on some of the co-located projects.

FINANCIAL IMPACT:

Compensation for services included within this AIA agreement is to be billed at 7.3% of project cost.

Compensation terms are outlined in section 11 of the attached AIA agreement.

OPTIONS:

1. Approve entering into agreement with SGA Narmour Wright Design for provision of professional services required for design and administrative management for construction of Waccamaw Baseball/Softball Field Complex.
2. Reject agreement with SGA Narmour Wright Design for professional services for Waccamaw Baseball/Softball Field Complex.

STAFF RECOMMENDATIONS:

Approve entering into agreement with SGA Narmour Wright Design for provision of professional services required for design and administrative management for construction of Waccamaw Baseball/Softball Field Complex.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ SGA AIA Agreement Waccamaw Fields	Backup Material



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of November in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Georgetown County, South Carolina
716 Prince Street
Georgetown, South Carolina 29440
843-545-3006

and the Architect:
(Name, legal status, address and other information)

SGA | NarmourWright Design
P.O. Box 1859
Pawleys Island, SC 29585
843-237-3421

for the following Project:
(Name, location and detailed description)

Waccamaw Elementary School Site Recreation Plan and miscellaneous improvements to the existing school site plan. See Attachment "A" the Conceptual Masterplan dated May 6th, 2019, Attachment "B" Fee Proposal dated August 16, 2019 prepared by SGA | NarmourWright Design, and Attachment "C" Proposal for Professional Services Waccamaw Elementary School Site prepared by DDC Engineering.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Attachments – Exhibits A, B, C, and D.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Attachment Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined. A schedule for Design Services will be provided when the Architect has a completed site survey with boundary, topo, and tree information delivered by the owner.

.2 Construction commencement date:

June 1, 2020.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

n/a

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Beth Goodale, Recreation Director
2030 Church Street
Georgetown, SC 29440 843-545-3275

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

n/a

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

(Paragraphs deleted) To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Init.

Patrick Williams, Project Manager
SGA NarmourWright Design
8263 Ocean Highway
P.O. Box 1859
Pawleys Island, SC 29585
843-237-3421

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

Charleston Engineering
125B Wapoo Creek Drive
Charleston, SC 29412
(843)762-4242

.3 Electrical Engineer:

Charleston Engineering
125B Wapoo Creek Drive
Charleston, SC 29412
(843)762-4242

4. Civil Engineering

DDC Engineering
1298 Professional Drive
Myrtle Beach, SC 29577
(843)692-3200

§ 1.1.11.2 Consultants retained under Supplemental Services:

n/a

§ 1.1.12 Other Initial Information on which the Agreement is based:

The Georgetown County School District has provided a base plan for improvements to parking and hardscape.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Five-million dollars (\$ 5,000,000.00) for each occurrence and Ten-million dollars (\$ 10,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than n/a (\$ n/a) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One-million dollars (\$ 1,000,000.00) each accident, One-million dollars (\$ 1,000,000.00) each employee, and One-million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two-million dollars (\$ 2,000,000.00) per claim and Four-million dollars (\$ 4,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also

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compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates of Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty (40) visits to the site by the Architect during construction to include visits by the Civil Engineer.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eight (8) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Costs relating to the project at the time of termination to include labor, expenses, and reimbursable expenses for SGA | NarmourWright and its consultants.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten-thousand dollars (\$10,000.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.2 Percentage Basis
(Insert percentage value)

Seven and three-tenths (7.3) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Additional Services shall be charged at the Architects Standard Rates and that of its consultants or as mutually agreed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and fifteen hundredths percent (1.15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit E

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One and fifteen-hundredths percent (1.15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

n/a

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % one percent monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

See attached Exhibit B

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- Exhibit A – Conceptual Master Plan dated May 6, 2019.
Exhibit B – Waccamaw Elementary Recreation Complex Proposal dated Aug. 16, 2019
Exhibit C – DDC Proposal dated May 28, 2019
Exhibit D – Article 12 – Other Conditions and Services
Exhibit E – SGA | NarmourWright Design Standard Rates dated Jan 1, 2019

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Steve W. Goggans, AIA
President, SGA | NarmourWright Design
(Printed name, title, and license number, if required)

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Item Number: 16.a
Meeting Date: 1/14/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

CURRENT STATUS:

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

POINTS TO CONSIDER:

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28th and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
 - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
 - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.
12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23, as presented on 12/12/17 was amended subsequent to previous report on 10/24/17.
15. On December 12, 2017, County Council deferred second reading of Ordinance No. 2017-23 pending the resolve of questions raised regarding the rezoning application as submitted by the Pawleys Plantation Property Owners Association.
16. Considering that matters surrounding this application remain unresolved as of December 2019, it is recommended that County Council take action to table Ordinance No. 2017-23 at this time.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

During the last regular meeting (12/10/19), County Council took unanimous action to *table* Ordinance No. 2017-23.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ AMENDED - Ordinance No. 2017-23	Ordinance
▢ Pawleys Plantation 2 lots - attachments	Backup Material
▢ Pawleys Plantation PD - Letters	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-23

AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN FOR THE PAWLEYS PLANTATION PLANNED DEVELOPMENT TO ADD TWO SINGLE FAMILY LOTS ON GREEN WING TEAL LANE

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PAWLEYS PLANTATION PLANNED DEVELOPMENT BE AMENDED TO CHANGE THE LAND USE DESIGNATION ON OPEN SPACE #9 AND OPEN SPACE #10 AS SHOWN ON THE ATTACHED ALTA SURVEY DATED JULY 21, 2010 FROM OPEN SPACE TO SINGLE FAMILY WITH THE FOLLOWING CONDITIONS:

1. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
2. Both parcels shall adhere to the Pawleys Plantation PD requirements and setbacks for patio lots.
3. Proof to be provided to the Georgetown County Stormwater Department that demonstrates that the functionality of any stormwater elements currently existing on lots "open space #9" and/or "open space #10" will be maintained or improved following the development of the two lots. No building permits for either of these two lots shall be issued until this condition is met.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2017.

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-23, has been reviewed by me and is hereby approved as to form and legality.

Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

\$250
\$10/AC
Res'l
1 acre

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

Regulation to which you are requesting an amendment (check applicable):

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT
- ☐ Signage – Complete SECTION C: SIGNAGE AMENDMENT
- ☒ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
- ☐ Other: _____

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 04-0418-014-00-00
(Include all affected parcels)

Street Address: 11822 HWY 17 BYPASS

City / State / Zip Code: MURRELLS INLET, SC 29576

Lot / Block / Number: _____

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: _____

Residential Acreage: 0.54

Property Owner of Record:

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

City/ State/ Zip Code: MURRELLS INLET, SC 29576

Telephone/Fax: 843-357-9888

E-Mail: _____

Signature of Owner / Date: [Signature] / 6/27/17
POA President

Contact Information:

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

Phone / E-Mail: 843-652-2165 BILL.SNYDER@FSRESIDENTIAL.COM

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-Mail: _____

Signature of Agent/ Date: _____

Signature of Owner /Date: _____

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**
2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. _____

- Do these conditions exists on other properties else where in the PD?

- Amending this portion of the text will not cause undue hardship on adjacent property owners. _____

Submittal requirements: 12 copies of 11 x 17 plans

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)



SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: PLEASE SEE ATTACHED

Reason for amendment request: PLEASE SEE ATTACHED

Submittal requirements:

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).

SECTION D: SITE PLAN AMENDMENT

The Pawleys Plantation Property Owners Association requests that two parcels of land acquired in 2010 from Pawleys Plantation LLC, the developer, be rezoned. These parcels were originally a portion of the developer's golf course property.

The 1987 US Army Corp of Engineers wetlands survey indicated that these parcels were largely wetlands, unsuitable for home construction. However, a recent study conducted by an environmental consultant, indicates that the wetlands have receded significantly from the two parcels since the Corp of Engineers survey, and, in the opinion of the consultant, both the parcels are suitable building sites. It remains to have the Corp of Engineers confirm the findings of the consultant and to obtain Georgetown County Planning and Zoning approval for rezoning the parcels, after which they could be sold, relieving the Property Owners Association of maintenance responsibility and providing income to the Reserves for maintenance of other common properties.

Rezoning the two parcels would not exceed the approved density of the PD. Since the PD approval, twelve single family lots have been combined and bear structures that would prohibit separating the lots in the future, and large tract originally planned for multi-family housing has been rezoned for single-family homes further reducing the potential density of the PD.

The impact on open space is minimal. The combined acreage of the two parcels is 0.54 acres and there are more than 62 acres of open space in the PD.

Tiffany Coleman

From: Brenda Logan <Brenda@Logan.com>
Sent: Tuesday, August 01, 2017 5:56 PM
To: Tiffany Coleman
Subject: Case AMPD 6-17-18572

Follow Up Flag: Follow up
Flag Status: Completed

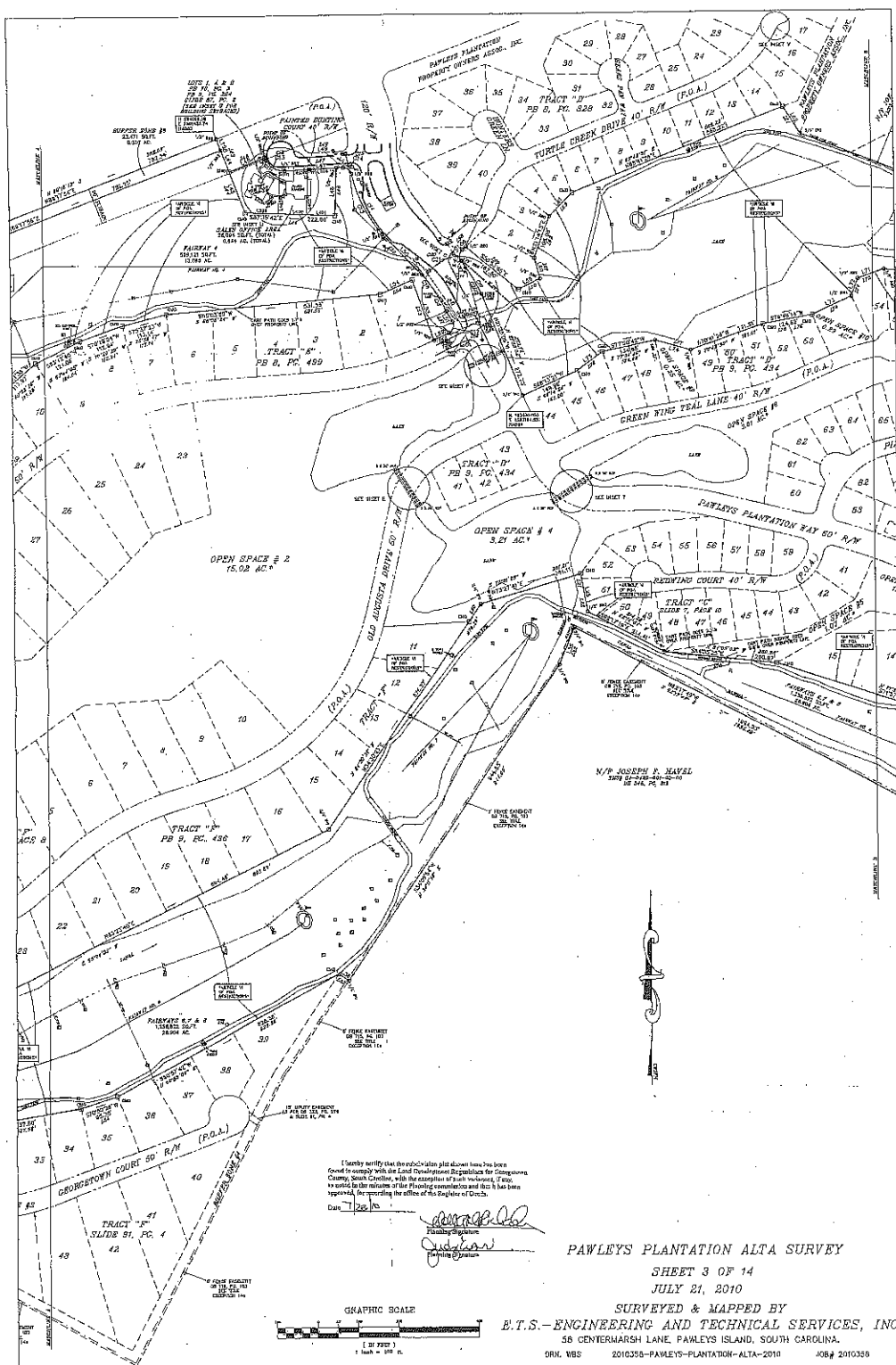
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.



PAWLEYS PLANTATION ALTA SURVEY

SHEET 3 OF 14

JULY 21, 2010

SURVEYED & MAPPED BY

E.T.S.—ENGINEERING AND TECHNICAL SERVICES, INC.

56 CENTERMARSH LANE, PAWLEYS ISLAND, SOUTH CAROLINA.

DRN. WBS 2010355-PAYMEYS-PLANTATION-ALTA-2010



Wetland Delineation of

Pawleys Plantation Phase 2 - Lots 48A & 53A

Georgetown County, South Carolina
portions of TMS# 04-0418-014-00-00

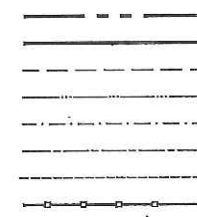
Notes

1. Potential wetland/non-wetland areas depicted here on have not been verified by the US Army Corps of Engineers. Areas depicted as wetlands were identified using the 1987 Wetland Delineation Manual in conjunction with the Atlantic and Gulf Coastal Plain Region Supplement. Prior to any land disturbing activities, a final jurisdictional determination should be obtained from the US Army Corps of Engineers.
2. Boundary information taken from Georgetown County GIS/Tax Parcel information.
3. Onsite inspection was conducted on 2-24-17.

Legend

Line Legend

Boundary (surveyed)
Boundary (not surveyed)
Adjacent Boundary
Right of Way
Tributary
Non-Aquatic Feature
Dirt Road
Bulkhead.



Hatch Legend

Wetland
Waters
Critical Area/Section 10



Symbol Legend

Data Point
Photo Point
Property Corner



Prepared For
Job #
Date

Pawleys Plantation POA
01742-17010
2-22-17

Graphic Scale

100' SCALE IN FEET 0 100'

the
BRIGMAN
COMPANY

wetland consulting - forest management - land surveying

P.O. Box 1532 - Conway, SC 29528 - p(843) 248-9388 f(843) 248-9596

Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

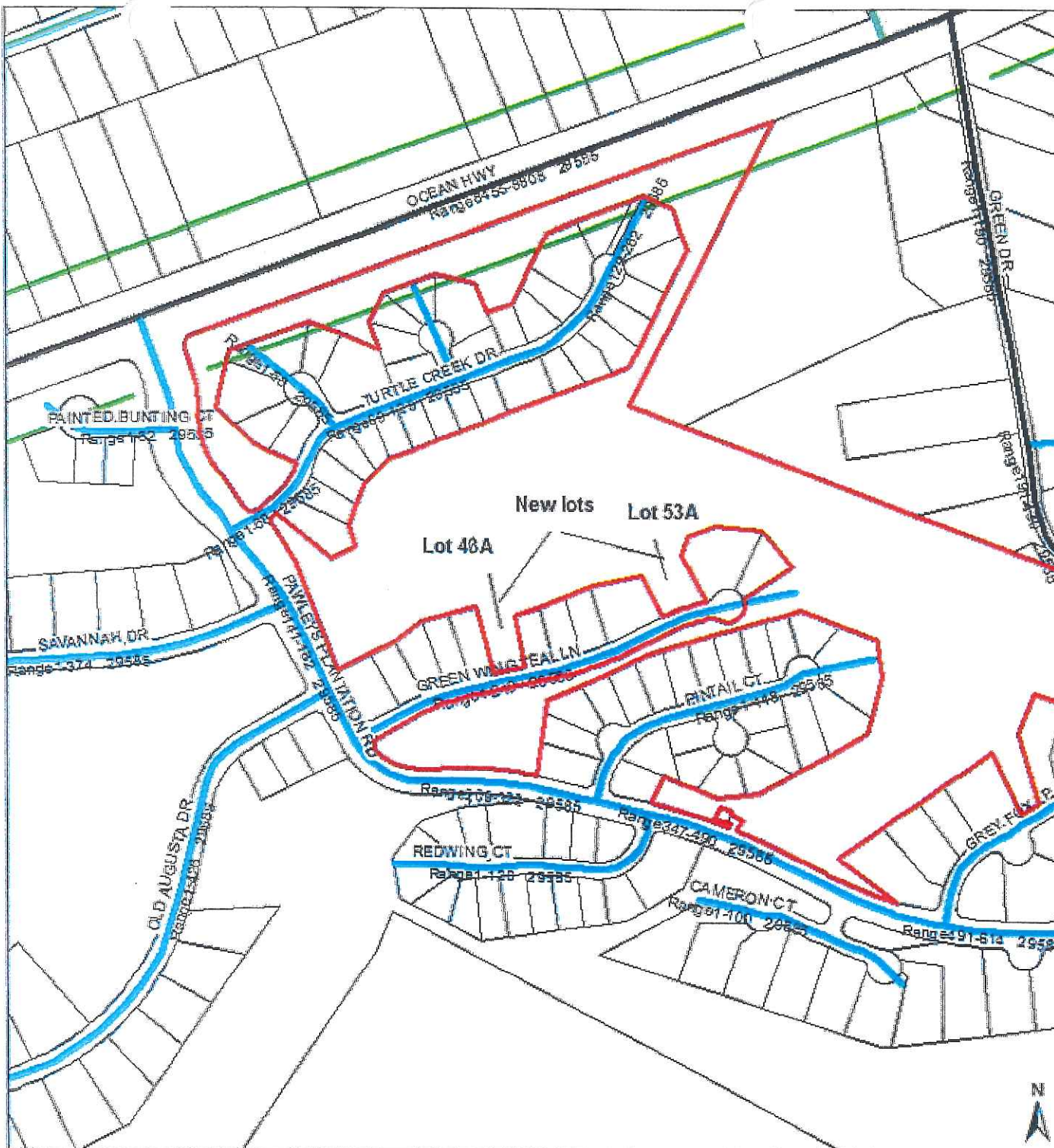
Lot Lines

Railroads

Landmarks

90' setback

Municipalities



0 112.5 225 450 675 900 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.

Pawleys Plantation
Property Aerial
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 112.5 225 450 675 900
Feet

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



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Pawleys Plantation Property Owners Association to amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. The PD is located east of Ocean Hwy approximately 557 feet south of Hagley Drive in Pawleys Island. TMS# 04-0418-014-00-00. Case Number AMPD 6-17-18572.

The Planning Commission will be reviewing this request on **Thursday, August 17, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Tiffany Coleman

From: Brenda Logan <Brenda@Logan.com>
Sent: Monday, September 18, 2017 9:17 PM
To: Tiffany Coleman
Subject: Planning Commission

Follow Up Flag: Follow up
Flag Status: Flagged

TMS 04-0418-014-00-00
Case AMPD 6-17-18572

The proposed "added" lots 48A and 53A in Pawleys Plantation are WETLANDS. They should NEVER be developed in any way. Please deny this petition and help preserve the small amount of wetlands remaining here. This petition is a frivolous, fraudulent, unnecessary and destructive idea. I strongly protest.

Brenda Logan
62 Turtle Creek Drive
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
Redirecting or relocating the swale on the parcel between lots 48D and 49D is not feasible. The plan is to install catch basins on either side of the street and drain storm water to an adjacent pond across from the proposed lot. There location of the catch basins will have no impact on the value of the neighboring lots.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
Pending a survey, we anticipate creating a 15-foot drainage easement incorporating the existing swale. There may be a need to do some minor work to straighten it for appearance and so that it can more easily be maintained. Again, there will be no devaluation of the property values of the adjacent lots.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
The swale in question is the swale discussed in Paragraph 1. The Covenants and Restrictions reference is to an Article in that document that prohibits home owners from interfering with storm water drainage in a drainage easement along their property line. It does not preclude the POA eliminating a swale and replacing it with an alternative drainage system. Also, there is no easement associated with this swale.

4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

The other eight parcels, 0.4 acres total, are 15-ft wide strips between individual lots which the POA wishes to deed to an adjacent lot owner(s). Planning has determined that deeding these spaces will constitute minor revisions to the PD.

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.
Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

Owners of adjacent lots have suggested they may wish to buy all of a portion of the potential lot adjacent to their property. Otherwise, there have no offers to sell, no offers to purchase, and there are no agreements or contracts.

Ms. Jenifer K. Lachicotte
10555 Ocean Highway, Suite C
Pawleys Island, South Carolina 29585

October 18, 2017

Mr. Steve Goggans
P. O. Box 1859
Pawleys Island, SC 29585

Dear Mr. Goggans,

I appreciate your time and attention regarding Pawleys Plantation Property Owners Association's plan (PP POA) to rezone a currently designated "green/open space." I purchased Lot #48 on Green Wing Teal in November 2016 to build my forever home. The green/open space to the north was a major consideration for purchasing this 1/5 of an acre. This space was to be the perfect backdrop for my modest low country home with a sleeping porch. I was assured during the real estate transaction that the golf course owned the adjoining lot as green/open space. To verify this information I did a county tax record search. To date, "[qPublic.net](#)" for Georgetown County Tax Record Search lists the owner of these green/open/wetland spaces as Founders National Golf LLC. There is no online documentation that these 2 proposed lots were ever deeded to PP POA.

As a property owner in a Plan Development, I am committed to supporting the Covenants and Restrictions set forth by the board. In August 2017, the board sent out a proxy to the homeowners to change the rules allowing them to sell the 2 proposed lots. The residents, whose assessments were significantly increased after Hurricane Matthew, approved this proxy. The POA has been asked on several occasions to provide receipts for maintenance as well as a drainage proposal for these two lots. No documentation has ever been provided to the homeowners.

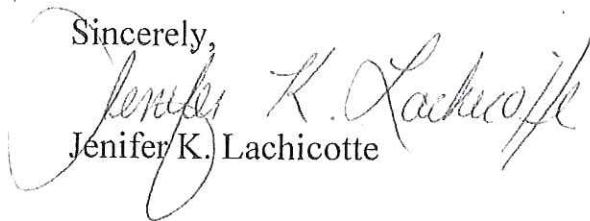
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 for my current rental home, which could be applied towards my mortgage payments.

Throughout these proceedings, you will hear about drainage issues and how these two lots will challenge an already compromised drainage system. While this is true, the major issue is a promise broken by the POA. This amended promise has caused an undue financial and emotional hardship.

I have attached an editorial by Charles Swenson with the Coastal Observer with which I wholeheartedly agree.

You may contact me at jlachicotte@gmail.com or 843-240-9060.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is written in dark ink and is positioned above the printed name.

Jenifer K. Lachicotte

October 3, 2017

Dear

Mr. Steve Goggans

Thanks for taking the time to read my letter. I had some things for you to think about and didn't want to take floor time at the meeting. This is in regards to our POA at Pawley's Plantation asking your group for approval to amend the PUD to add an additional 2 single family lots to the PD.

We bought our property in 1988. The lot offered us privacy and a lovely view of the golf hole #3 across the lake. The property adjacent to my lot was "wetlands/open space" never to be built on, as stated by a Pawley's Plantation representative at the time of our purchase. We liked it here so much we bought the lot to the right of our home.

Since then over the 20 years or more we have lived here, the Plantation has been sold twice, once to Myrtle Beach National and then to the Founders Group (Chinese investors). The POA acquired for a small fee 15 "open spaces" from which 8 "open spaces" (15 feet each) were to be deeded to the adjacent home or lot owner for no fee, and 2 "open spaces" were to be converted into buildable lots. Both these lots are on the street where we reside. The "open space" next to my property not only became NOT wetlands nor "open space" but a buildable lot. We felt strongly, that if this lot was built on, it would have effect on our ongoing drainage issues due to the loss of the undeveloped land and tree absorption of storm rains. I hope you can see that a small thing to some folks could very well be a major loss in property value to my family.

I could go on about my three sons and grandkids raised here, learning golf here and counseling them at the "Noble House" during porch time with dad/granddad. Under the circumstances I'm not sure they would want to deal with it when my wife and I are gone, and at 85 I'm not happy about starting over.

Additionally, I understand you are being asked to "redo the PUD" as noted in the planning meeting by one of the members .It has also been noted that redoing a PUD after being unchanged for over two decades could have unintentional consequences without a vetting. Recently it was quoted to us in a POA letter "it would be a major change to our planned development".

In 1988, when we signed our contract, we read that 7.4 % of the land was set aside as "open space" as desired by the developer. I now can't help but wonder what the percentage of "open space" would be after the POA gets rid of the eight "open spaces" and converts the other two "open spaces" to patio size buildable lots, each one with adjacent important drainage easements at one side of the respective property line. Would then our "open spaces" be purely what is presently developed "open space" (tennis courts, swimming pools, future dog park, golf course), and sadly now, very little natural "open space"?

I can only hope in your good conscience you will not allow this to happen.

Paul Noble

Many Thanks

Paul Noble

Lady and Gentlemen,

I am here representing the Pawleys Plantation Property Owners Association soliciting your approval of Ordinance No. 2017-23 a request to change the land use designation of two parcels on Green Wing Teal Lane in Pawleys Plantation from Open Space to single family housing.

I would like to add some comments to Paragraph 3 and Paragraph 12 of the Points to Consider section of the Agenda Request Form.

Paragraph 3 states in part that the POA wishes to provide additional income to be used for maintenance elsewhere on the property. In October last year, Hurricane Matthew left us with a \$200,000 storm clean-up bill. Because we are a gated community, we got no help from FEMA. The money for this came from the Association's Reserve Account, depleting the account by some 30 percent. As a result, the dues assessment for each property owner was increased this year to rebuild the reserves over the next five to seven years to a level recommended by a reserve study conducted in 2006. The estimated net proceeds from the sale of these two lots would replace some 60 to 70 percent of this cost and relieve the 631 property owners of the majority of the dues increase or at least allow it to be removed earlier. As stated in Paragraph 9, in a special meeting of the POA membership held on August 28 of this year, 80 percent of the quorum voted in favor of allowing the sale of these parcels.

Paragraph 12 alludes to comments by four homeowner's concerns about potential impact on existing drainage problems and the minutes of the Planning Commission Meeting reflect that those concerns influenced the decision to deny the request. In the attachments there is a statement from Engineering and Technical Services stating that the only impact on the current drainage in Pawleys Plantation result from impervious surface associated with two additional home sites. To put this in perspective, there are currently more than three miles of roadway and the impervious surface of 150 developed home sites, with 18 more to be developed, contribute storm water drainage to more than 11 acres of pond. The impervious surface is currently estimated to be more 600,000 square feet. The addition of two home sites with an estimated maximum combined 8,000 square feet of impervious surface will have insignificant impact on the existing storm water drainage.

In regard to the legal issues noted in the meeting minutes, Georgetown County Planning has already stated that the requested revision to the PD meets all legal requirements.

Item Number: 16.b
Meeting Date: 1/14/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45

CURRENT STATUS:

Georgetown County adopted an ordinance to establish base salaries for elected officials in 2005.

POINTS TO CONSIDER:

In 2005, Georgetown County Council enacted Ordinance No. 2005-45 establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County.

Council recognizes that 14 years have passed since it last updated base salaries. Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those employees serving in positions that are not elected who share comparable responsibilities and duties.

The adoption of Ordinance No. 19-25 by Georgetown County Council will serve to repeal and replace Ordinance No. 2005-45 in setting the base salaries of the constitutional elected officials in Georgetown County.

OPTIONS:

1. Adopt Ordinance No. 19-25 as proposed.
2. Decline the adoption of Ordinance No. 19-25.
3. Defer action on Ordinance No. 19-25.

STAFF RECOMMENDATIONS:

Recommendation for deferral of Ordinance No. 19-25.

ATTACHMENTS:

Description	Type
▯ Ordinance No. 19-25 To Establish the Base Salary for Elected Officials	Ordinance

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

ORDINANCE NO: 19-25

**AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY,
AND FURTHER REPEALING AND REPLACING ORDINANCE NO: 2005-45**

WHEREAS, in 2005, Georgetown County Council enacted Ordinance 2005-45 thereby establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County; and

WHEREAS, Council recognizes that 14 years have passed since it last updated base salaries; and

WHEREAS, Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those unelected employees who share comparable responsibilities and duties.

NOW, THEREFORE, it is ordained by the Georgetown County Council that Ordinance 2005-45 is hereby repealed and replaced with the following Ordinance, setting the base salaries of the constitutional elected officials as follows:

County Council Chairman:	\$19,433
County Council Member (6)	\$15,947
Auditor	\$52,715
Treasurer	\$55,657
Coroner	\$53,733
Clerk of Court	\$101,967
Sheriff	\$109,155

1. This ordinance does not reflect an increase in the current salary for County Council Chairman and members of County Council.
2. Base salaries of the Probate Court Judge, newly appointed Magistrates, and/or a newly appointed Master-In-Equity continue to be set by the State of South Carolina.
3. These base salaries listed herein are subject to the continuous accrual of annual cost of living increases, if any.
4. Should any word or phrase be declared invalid by a court the remaining provisions of this Ordinance shall remain in full force and effect.
5. Any other ordinance found inconsistent with this Ordinance shall be superseded to the extent necessary to give this Ordinance full force and effect.
6. The salaries set forth in this Ordinance, other than County Council members as stated above, shall be effective beginning January 1, 2020.

ADOPTED AT A PUBLISHED MEETING OF GEORGETOWN COUNTY COUNCIL THIS ____ DAY OF _____, 2019.

John Thomas, Chairman

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance has been reviewed and hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____