

**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

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**February 25, 2020**

**5:30 PM**

**County Council Chambers**

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**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 - January 28, 2020**
- 6. CONSENT AGENDA**
  - 6.a Procurement #19-014, Olive Park Multi-Purpose Field to be relocated to campus adjacent to new Andrews Regional Recreation Center**
  - 6.b Contract #19-034, Task Order 06, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ for Gapway Rd. Paving**
  - 6.c Procurement #19-089, CFUND Roads Construction-Evans, James, Miller, Maidenbush and Reed Ct.**
  - 6.d Procurement #19-120, Linksbrook Crossline Replacement**
  - 6.e Procurement #20-004 Upfitting for Nine (9) Chevrolet Tahoe's**
  - 6.f Procurement #20-005 In Car & Body Cameras for 9 Chev. Tahoe's**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
  - 8.a Georgetown County Fire District 1 Board**
  - 8.b Waccamaw Center for Mental Health Governing Board**
- 9. RESOLUTIONS / PROCLAMATIONS**

**10. THIRD READING OF ORDINANCES**

**11. SECOND READING OF ORDINANCES**

- 11.a Ordinance No. 20-05 - An amendment to the Article XVII, Section 1702.2 of the Zoning Ordinance regarding the submission time frame for applications to the Planning Commission**
- 11.b Ordinance No. 20-06 - An amendment to Article 2, Section 2-2 of the Development Regulations regarding the time frame for applications to the Planning Commission**
- 11.c ORDINANCE NO. 20-07 - AN ORDINANCE TO AMEND ORDINANCE NO. 2017-17 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY AIRPORTS**
- 11.d ORDINANCE NO. 20-08 - AN ORDINANCE TO AMEND AN EXISTING AGREEMENT BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND TOWERCO LLC, PERTAINING TO THE LEASE OF SPACE TOTALING APPROXIMATELY 2,100 SQUARE FEET LOCATED AT MIDWAY FIRE STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

**12. FIRST READING OF ORDINANCES**

- 12.a ORDINANCE NO. 20-09 - APPROVING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.**
- 12.b Ordinance No. 20-10 - 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.**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

**15. REPORTS TO COUNCIL**

- 15.a Horry-Georgetown Technical College - 2020 Update**
- 15.b Georgetown County American Public Works Association Re-Accreditation**
- 15.c Georgetown County Sheriff's Department - School Resource Officers**
- 15.d Capital Project Sales Tax Commission**
- 15.e Option and Purchase Agreement - 50 Acre Portion of Penny Royal Site**
- 15.f SC Economic Development Council Performance Agreement - Interfor Inc.**

**15.g Special Recognition**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

**16.a 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 - Interim**

**17.b Economic Development - Penny Royal Site / Option and Purchase**

**18. OPEN SESSION**

**18.a (County Council may choose to take action on issues discussed during Executive Session prior to adjournment)**

**19. ADJOURNMENT**

Georgetown County Council held a Regular Council Session on Tuesday, January 28, 2020, 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:**

A recommendation was made to move three reports forward on the meeting agenda to follow the public comment portion of meeting: an update report on Tax Increment Financing (TIF); a presentation regarding a countywide litter clean-up project; and a report on airport budget sustainability. A personnel matter pertaining to the administrator search was also added to the agenda.

Councilmember Ron Charlton made a motion to approve the meeting agenda with the noted changes. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion, and no discussion occurred.

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

#### **PUBLIC COMMENTS:**

Steve Williams

Mr. Williams began his statements by reading a portion of County Council's rules and regulations for decorum. He expressed concern over comments made during the previous meeting by former council member, Bob Anderson. He said if Mr. Anderson thought he could "hush" a certain segment of the community, he had merely awakened a "sleeping giant". Terms used by Mr. Anderson such as "lynching" pertaining to a particular civil rights group who was subjected to, and traumatized by lynch mobs, should have prompted the Chairman to "pump the brakes". This group has the right to speak up, but not because the right was given to them, but because they have fought for centuries to have "rights". Mr. Anderson should not have been allowed to come to this meeting and defame the NAAP organization.



Wesley Gibson

Mr. Gibson stated that a mob is defined as a large group of people causing disorder and riots. When this term was used by Mr. Anderson during the previous meeting, Mr. Gibson said he was appalled. The Chairman should have asked him to stop, and sit down. Mr. Gibson said he personally uses facts when he addresses County Council on various matters. Mr. Gibson said concerns raised regarding former Councilman Austin Beard resulted in his resignation. Additionally, other concerns raised by Mr. Gibson have resulted in awareness of various issues including the Council halting a vote pertaining to the capital project sales tax that would have been “illegal” after seeking advice from the attorney. Mr. Gibson said racism will not be tolerated in Georgetown County. He said the Chairman owes the community an apology for the comments he allowed during the previous meeting, and he asked a large group of individuals present who shared this opinion to stand to their feet.

Marvin Neal

Mr. Neal said he also shared the concerns voiced by previous speakers regarding comments made by a former member of County Council, Bob Anderson, during the previous Council meeting. Mr. Anderson’s comments were a direct attack on constitutional rights and the freedom of speech. Mr. Anderson said County Council should repeal the comment period during council meetings, because he disagrees with a group he refers to as “the mob”. According to Bob Anderson, County Council knew about former Council member Austin Beard not living in his district. A pure example of “taxation without representation”. Additionally, the speaker was given additional time beyond the set timeframe to continue his “attack”. This is only one of the reasons why Georgetown County needs a change in leadership. He said Mr. Anderson’s comments were an attempt to “silence the voices” and the “good old boy system” has been going on far too long.

Janette Graham

Ms. Graham stated that she is a Georgetownian, a resident of the west end of Georgetown, and a taxpayer. Ms. Graham voiced concerns regarding comments made by a former member of County Council, Bob Anderson, during the previous meeting when he referred to a “lynch mob”. Ms. Graham said she has attended many council meetings over the past many years, and had never witnessed anything of an offensive nature. She said it was Mr. Anderson’s comments that were out of line, and the Chairman should have gaveled the speaker and asked him to rephrase offensive comments.

Fred Williams

Mr. Williams voiced concerns regarding statements made by Bob Anderson, a former member of County Council, during the previous council meeting. Mr. Williams stated that Mr. Anderson’s comments indicate that he was of a culture to feel superior when he made reference to “lynching”. It is a historical fact that black people were “lynched”. Mr. Williams said Council members are elected to represent all people, and all taxpaying citizens. However, he is amazed at the level of disparity that still exists.

Eileen Johnson

Ms. Johnson stated that three weeks ago she emailed a short document to each member of County Council seeking answers to various questions. She said there may be good answers to the questions she raised, however she has received absolutely no reaction whatsoever. No answers, no response, from anyone at all. She said everyone deserve the respect of a response from their Elected Officials. She said a lot of concerns could be dissipated with common courtesy.

Frank McClary

Mayor McClary (Town of Andrews) addressed County Council regarding property owned by Georgetown County located in the Town of Andrews. The County has indicated that it no longer has need for the property. This facility could be of great benefit to Andrews, and he asked County Council's favorable consideration of entering into dialogue with Town officials regarding this matter.

**MINUTES:**

Regular Council Session – January 14, 2020

Councilmember Steve Goggans moved to approve the minutes of the regular council meeting held on January 14, 2019. Councilmember Raymond Newton seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

**CONSENT AGENDA:**

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

*Procurement #19-076, Leachate Management Upgrades – County Council awarded a construction contract to TEC Industrial, LLC of Madison, NC in the amount of \$734,182.00.*

*Procurement #19-110, Sandy Island Bulkhead Project - County Council awarded a construction contract to Seven Seas Marine Construction of Murrells Inlet SC, in the total amount of \$137,766.00 (base bid only), and approved the County's match in the amount of \$34,441.75.*

*Bid #19-109, Qty (2) of 2 Yd. Self-Sealing Stationary Compactors - County Council awarded a Purchase Order to Bakers Waste Equipment, Inc. in the amount of \$56,854.00 plus applicable taxes.*

*Contract #17-078 DC, Local Funded Comprehensive Roadway Design & Engineering, IDIQ - Task Order #2 - County Council approved Task Order #2 with Dennis Corporation, in the amount of \$97,700.00 for the proposed paving of Corner Loop (from the end of the SCDOT maintained section near Pennicine Ct. to Belladonna Ct.) and the entirety of Belladonna Court.*

*Contract #17-078 DF, Local Funded Comprehensive Roadway Design & Engineering, IDIQ - Task Order #7 – County Council approved Task Order #7 with Davis & Floyd in the amount of \$240,496.00 for proposed paving of Ibis Ave., Navajo Trail, Arapaho Dr., and Simone Ct.*

**PUBLIC HEARINGS:**

Ordinance No. 19-30

County Council held a public hearing on Ordinance No. 19-30, an ordinance to adopt certain 2018 International Building Codes and other related building codes. There were no public comments pertaining to Ordinance No. 19-30, and Chairman Thomas closed the public hearing.

Ordinance No. 19-31

A public hearing was held on 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. No individual came forward to speak for, or against, Ordinance No. 19-31, and the Chairman closed the public hearing.

**APPOINTMENTS TO BOARDS AND COMMISSIONS:**

Georgetown County Alcohol & Drug Abuse Commission

Councilmember Lillie Jean Johnson moved to appoint Ms. Ethel B. Bellamy to the Georgetown County Alcohol & Drug Abuse Commission. Councilmember Louis Morant seconded the motion. Chairman Thomas called for discussion on the motion, and none occurred.

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

**RESOLUTIONS / PROCLAMATIONS:**

Resolution 20-02

Councilmember Everett Carolina moved for the adoption of Resolution No. 20-02, a Resolution to to create a Capital Project Sales Tax Commission in accordance with procedures as outlined the SC Code of Laws. Councilmember Louis Morant seconded the motion. There was no discussion on the motion.

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

**ORDINANCES-Third Reading:**

Ordinance No. 19-30

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 19-30, an ordinance to adopt certain 2018 International Building Codes and other related building codes along with changes as outlined by the Planning Director to include a reference to "South Carolina" prior to each of the codes listed on the first page of the ordinance. Councilmember Steve Goggans 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	

Ordinance No. 19-31

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 19-31, an Ordinance to declare as surplus an approximately 1 acre portion of land located on Wachesaw Road 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. The motion was seconded by Councilmember Steve Goggans. The Chairman 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	

**ORDINANCES-Second Reading:**

Ordinance No. 20-01

Councilmember Steve Goggans moved for second reading approval of Ordinance NO. 20-01, an Ordinance to Amend the Comprehensive Plan, Future Land Use Map to Re-classify Two Parcels located on Archer Road in Pawleys Island, Further Identified as Tax Map Parcels TMS No. 04-0147A-012-02-00 and TMS No. 04-0147A-012-03-00, from Medium Density Residential to Commercial. Councilmember Ron Charlton offered a second on the motion. Chairman Thomas called for discussion, and there was none.

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

Ordinance No. 20-02

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 20-02, an ordinance 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). Councilmember Raymond Newton 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	

Ordinance No. 20-03

Councilmember Louis Morant moved for second reading approval of 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. Councilmember Steve Goggans seconded the motion. Chairman John Thomas called for discussion, and there was none.

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

Ordinance No. 20-04

A motion was made by Councilmember Everett Carolina for second reading approval of Ordinance No. 20-04 to Authorize the Sale of Parcels located within the 933+/- acre site located along Pennyroyal Road,

Georgetown, South Carolina. Councilmember Lillie Jean Johnson offered a second. Chairman Thomas called for discussion.

Councilmember Everett Carolina moved to amend Ordinance No. 20-04 to incorporate proposed text as the Ordinance was introduced by title only. Councilmember Lillie Jean Johnson 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:**

#### **BIDS:**

No reports.

#### **REPORTS TO COUNCIL:**

##### Update Report - Tax Increment Financing (TIF), Agreement with the City of Georgetown

Dr. Sandra Yudice, Georgetown City Administrator, provided a report on the status of the City of Georgetown's Tax Increment Financing process, and responded to questions from members of County Council.

##### Great Georgetown County Clean-Up

Ray Funnye, Director, of Georgetown County Public Services Departments, introduced Michelle LaRocco, Manager of the Environmental Services Division. Ms. LaRocco made a presentation regarding Georgetown County leading a project to host a countywide litter pickup in support of the 20th anniversary of the South Carolina anti-litter agency Palmetto Pride and the 50th anniversary of Earth Day. She encouraged Council Members to participate by spearheading or hosting specific pick-up events within their council district. The event is scheduled for April 22, 2020, with expectations for multiple participation locations across the County.

##### Georgetown County Airport Budget Sustainability Report

Ray Funnye, Director, of Georgetown County Public Services Department, introduced James Taylor, Georgetown County Airport Manager. Mr. Taylor made a presentation to County Council regarding a recommended budget sustainability plan for the County's airports. Funds generated in part by the proposed plan will advance the County match portion of the total Airport Capital Improvement Plan, allowing for necessary improvements such as the primary runway resurfacing project, among others. This resurfacing project is necessary due to deteriorating asphalt and severe cracking, and will provide the added value of supporting larger aircraft usage on the Georgetown County Airport runways. Additionally, funds generated in part by the proposed plan will facilitate the county-match portion of FAA-required

obstruction removal from newly acquired aviation easements and provide a much safer environment for airport. The report was received as information.

Site Plan Review - 143 Unit Multifamily Development - Waterleaf Phase II at Wesley Road in Murrells Inlet  
Councilmember Steve Goggans moved for approval of a site plan for a 143 Unit Multi-family Development, Waterleaf Phase II, in Murrells Inlet. Councilmember Everett Carolina seconded the motion. Chairman Thomas called for discussion, and there was none.

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

**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.

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.

**EXECUTIVE SESSION:**

County Council moved into Executive Session in order to discuss a personnel matter (pertaining to the search for a county administrator) 7:24 PM

**OPEN SESSION:**

As Open Session resumed at 7:58 PM. Chairman John Thomas stated that during Executive Session, County Council discussed a personnel matter as previously disclosed. 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.

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Date

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Clerk to Council

Item Number: 6.a  
Meeting Date: 2/25/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-014, Olive Park Multi-Purpose Field to be relocated to campus adjacent to new Andrews Regional Recreation Center.

**CURRENT STATUS:**

This field project has long been included in the Master Recreation/Capital Improvement Plan to meet current and future recreational program needs.

**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 around this time last year. There were two (2) bids received. The two (2) bids were as follows:

- 1) S & R Turf of Galivants Ferry, SC @ \$343,500.00 base bid plus optional Alternate #1 of \$39,102.00;
- 2) Green Wave Contracting, Inc. of Georgetown, SC @ \$444,000.00 base bid plus optional Alternate #1 of \$59,000.00;

Both bids came in over budget. Therefore, the Director of Parks & Recreation, Ms. Beth Goodale, has been in negotiations with S & R Turf and agreed to lower the base bid plus Alternate #1 cost down from a total of \$382,602.00 to \$352,602.00.

In addition, the Director of Parks & Recreation had worked with the engineer and low bid offeror and recommends this work be relocated to the campus adjacent to the new Andrews Regional Recreation Center instead of Olive Park.

**FINANCIAL IMPACT:**

Funding for this project is to be provided from the Capital Improvement Project budget in GL Account Number 79053.3015.50705.

**OPTIONS:**

- 1) Award a Construction Contract to S & R Turf for the negotiated base bid plus alternate #1 amount of \$352,602.00 and approve the relocation of this scope of work to the campus adjacent to the new Andrews Regional Recreation Center.
- 2) Decline to approve staff's recommendation.

**STAFF RECOMMENDATIONS:**

Staff and Design/Engineering team have reviewed bids submitted in response to solicitation 19-014 for the construction of Olive Park Multi-Purpose Field. The Director of Parks & Recreation requests approval go to the low bid offeror, S & R Turf of Galivants Ferry, SC at the negotiated total project cost of \$352,602.00. The Director also requests relocation of the project from Olive

Park to the campus adjacent to the new Andrews Recreation Center for the following reasons:

1. Co-location adjacent to the new regional recreation center will permit use of locker and restrooms inside the recreation center facility.
2. Co-location will provide significantly improved parking as convenient paved parking is available on the campus and immediately adjacent to the proposed field location.
3. The campus currently includes one large lit multi-purpose field complex. Capacity issues on this field have resulted in use of lawn space (which is the location of this proposed second field complex) on the recreation center campus.

Funding for this project is to be provided from the Capital Improvement Project budget.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

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





Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 19-014

Procurement for: Olive Park Multipurpose Field/ CIP FY19

Department: Recreation

Budgeted: ☒ YES ☐ NO

Estimated Cost: \$ 175,000 FY 19

Funds Available: ☒ YES ☐ NO ☐ Pending Budget Approval  
☐ Cash Purchase  
☐ Other (Specify): \_\_\_\_\_

Funding Source Location	
G/L Account Number	Funding Amount
79053 3015 50705	175,000 \$

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

If YES, attach a copy of the approved grant.

Grant Approval Attached: ☐ YES ☒ NO

Beth Goodale  
Department Director/ Elected Official

2/7/19  
Date

[Signature]  
Purchasing

2/18/19  
Date

[Signature] Scott C. Proctor  
Finance Director

2/14/19  
Date

[Signature]  
County Administrator

2/12/19  
Date

## Nancy Silver

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**From:** Ed Kilcullen  
**Sent:** Thursday, February 20, 2020 2:27 PM  
**To:** Nancy Silver  
**Subject:** RE: Olive Park

Yes, it is.

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**From:** Nancy Silver  
**Sent:** Tuesday, February 18, 2020 2:17 PM  
**To:** Ed Kilcullen  
**Subject:** FW: Olive Park

Hi Ed,  
Can you please advise if it is ok for me to proceed with the Council Agenda request for this project using the information provided below?  
Thanks,  
~Nancy

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**From:** Glenda Long  
**Sent:** Tuesday, February 18, 2020 1:57 PM  
**To:** Nancy Silver <[nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)>; Ed Kilcullen <[ekilcullen@gtcounty.org](mailto:ekilcullen@gtcounty.org)>  
**Subject:** RE: Olive Park

The most recent working version of the CIP that will be submitted to council shows an increase to this project. With expenses and encumbrances recorded to date, the revised balance (if approved) will \$364,056. Keep in mind this will also need to cover any additional costs not already recorded such as A&E and equipment.

Thanks  
Glenda

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**From:** Nancy Silver  
**Sent:** Tuesday, February 18, 2020 11:08 AM  
**To:** Ed Kilcullen <[ekilcullen@gtcounty.org](mailto:ekilcullen@gtcounty.org)>; Glenda Long <[gjlong@gtcounty.org](mailto:gjlong@gtcounty.org)>  
**Subject:** Olive Park  
**Importance:** High

Please see below and attached recommendation for Procurement #19-014, Olive Park Multi-Purpose Field and it's relocation to the new Andrews Regional Recreation Center. The original procurement solicitation form that I have on file is only showing a funding amount of \$175,000 to GL# 79053.3015.50705. Can you please advise if this has since been increased to fully cover this \$352,602 expense?  
Thank you,  
~Nancy

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**From:** Beth Goodale  
**Sent:** Tuesday, February 18, 2020 8:34 AM

**To:** Nancy Silver <nsilver@gtcounty.org>

**Subject:** Fwd: Message from "RNP002673E3F119"

Tried to send this last week ☹️ you know how that went... anyway ready for council next mtg. Budget has been adjusted sufficiently.

Beth Goodale

Begin forwarded message:

**From:** "Parks@gtcounty.org" <Parks@gtcounty.org>

**Date:** February 18, 2020 at 8:12:15 AM EST

**To:** Beth Goodale <bgoodale@gtcounty.org>

**Subject:** Message from "RNP002673E3F119"

This E-mail was sent from "RNP002673E3F119" (MP C4504ex).

Scan Date: 02.18.2020 08:10:08 (-0500)

Queries to: [Parks@gtcounty.org](mailto:Parks@gtcounty.org)



**Public Bid Opening Tabulation**  
**Bid# 19-014, Olive Park Multi-Purpose Field**  
**Wednesday, March 27, 2019 at 3:00 PM Eastern NIST**

<u>OFFEROR</u>	<u>Base Bid Proposal</u> (Pg. 20, Item 1)	<u>Alternate #1</u> (Pg. 20, Item 2)	<u>Bid Bond Attached</u> (Pg. 42 - 43)	<u>Comments</u>
S&R Turf	\$ 343,500 <sup>00</sup>	\$ 39,102 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Green Wave Contracting	\$ 444,000 <sup>00</sup>	\$ 59,000 <sup>00</sup>	<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: Alan C. Puckett]



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**GEORGETOWN COUNTY  
SOUTH CAROLINA**

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**TO:** NANCY SILVER  
**FROM:** BETH GOODALE *B. Goodale*  
**SUBJECT:** BID #19-014 OLIVE PARK MULTI-PURPOSE FIELD

**DATE:** 2/13/2020

Staff have reviewed responses received for bid #19-014. Bid responses received were above project budget. As a result, prior to bringing an offer and recommendation to council, staff and design team have negotiated with the low bid offeror, S & R Turf of Aynor, SC, regarding potential value engineering opportunities for this project.

1. Offer:

Low bid offeror has agreed to reduce bid by \$30,000. (Original bid \$382,602). Offer \$352,602.

2. Project Location:

As part of bid review staff also worked with design team and low bid offeror to evaluate potential relocation to the campus adjacent new Regional Recreation Center and regional multipurpose field complex.

- a. Relocation provides several positive opportunities:
- b. Co-location adjacent to new regional recreation center will permit use of locker and restrooms inside the recreation center facility.
- c. Colocation will provide significantly improved parking as convenient paved parking is available on the campus and immediately adjacent to the proposed field location.
- d. The campus currently includes one large lit multipurpose field complex. Capacity issues on this field have resulted in use of lawn space (which is the location of this proposed second field complex) on the recreation center campus.

Item Number: 6.b  
Meeting Date: 2/25/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Contract #19-034, Task Order 06, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ for Gapway Rd. Paving

**CURRENT STATUS:**

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

**POINTS TO CONSIDER:**

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

**FINANCIAL IMPACT:**

This project is fully funded in GL Account Number 066-906.50702.

**OPTIONS:**

- 1) Approve task order #6 under IDIQ contract with Coastal Asphalt in the amount of \$584,333.30.
- 2) Decline to approve staff's recommendation.

**STAFF RECOMMENDATIONS:**

Public Services & Public Works staff recommend approval of task order #6 for the Gapway Rd. paving improvements under the IDIQ Contract #19-034 with Coastal Asphalt in the amount of \$584,333.30 as indicated by their signatures on the attached task order form.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
□ Contract #19-034, Task Order #6	Cover Memo



# Georgetown County, South Carolina

## Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
19-034	6	
Project #	GL Account	Purchase Order
Gapway Rd Paving	066-906-50702	2020-0000431
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$431,388.38	\$584,333.30	\$1,015,721.68

Administration Use ONLY		
	Signature	Date
Budget Verified:		
Change Originator:	Kevin Stimpson	02/19/20

<b>Consultant Name:</b>	Coastal Asphalt, LLC																																												
<b>Contract Title:</b>	Non-Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ - 19-034																																												
<b>Task Order Name:</b>	Gapway Rd Paving																																												
<b>Scope of Work:</b>	<table border="0"> <tr> <td>Fine Grade Subgrade</td> <td>16,614 SY</td> <td>\$1.50</td> <td>\$24,921.00</td> </tr> <tr> <td>Install and compact 4" Stone Base</td> <td>16,614 SY</td> <td>\$5.65</td> <td>\$93,869.10</td> </tr> <tr> <td>Fine Grade Stone Base</td> <td>16,614 SY</td> <td>\$8.85</td> <td>\$14,121.90</td> </tr> <tr> <td>Pave 3" HMA Intermediate T-C</td> <td>16,614 SY</td> <td>\$14.70</td> <td>\$244,225.80</td> </tr> <tr> <td>Pave 1.5" HMA Surface T-C</td> <td>16,614 SY</td> <td>\$11.75</td> <td>\$195,214.50</td> </tr> <tr> <td>Dress Shoulders and Hydroseed</td> <td>12,460 LF</td> <td>\$3.50</td> <td>\$43,610.00</td> </tr> <tr> <td>4" Fast Dry Paint - Double Yellow</td> <td>12,460 LF</td> <td>\$1.00</td> <td>\$12,460.00</td> </tr> <tr> <td>4" Fast Dry Paint - White Edge Line</td> <td>12,460 LF</td> <td>\$1.00</td> <td>\$12,460.00</td> </tr> <tr> <td>Yellow Pavement Markers</td> <td>80 Ea</td> <td>\$20.00</td> <td>\$1,600.00</td> </tr> <tr> <td>High Production Discount</td> <td>16,614 SY</td> <td>-\$3.50</td> <td>-\$58,149.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td></td> <td><b>\$584,333.30 (SEE PROPOSAL)</b></td> </tr> </table>	Fine Grade Subgrade	16,614 SY	\$1.50	\$24,921.00	Install and compact 4" Stone Base	16,614 SY	\$5.65	\$93,869.10	Fine Grade Stone Base	16,614 SY	\$8.85	\$14,121.90	Pave 3" HMA Intermediate T-C	16,614 SY	\$14.70	\$244,225.80	Pave 1.5" HMA Surface T-C	16,614 SY	\$11.75	\$195,214.50	Dress Shoulders and Hydroseed	12,460 LF	\$3.50	\$43,610.00	4" Fast Dry Paint - Double Yellow	12,460 LF	\$1.00	\$12,460.00	4" Fast Dry Paint - White Edge Line	12,460 LF	\$1.00	\$12,460.00	Yellow Pavement Markers	80 Ea	\$20.00	\$1,600.00	High Production Discount	16,614 SY	-\$3.50	-\$58,149.00	<b>TOTAL</b>			<b>\$584,333.30 (SEE PROPOSAL)</b>
Fine Grade Subgrade	16,614 SY	\$1.50	\$24,921.00																																										
Install and compact 4" Stone Base	16,614 SY	\$5.65	\$93,869.10																																										
Fine Grade Stone Base	16,614 SY	\$8.85	\$14,121.90																																										
Pave 3" HMA Intermediate T-C	16,614 SY	\$14.70	\$244,225.80																																										
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High Production Discount	16,614 SY	-\$3.50	-\$58,149.00																																										
<b>TOTAL</b>			<b>\$584,333.30 (SEE PROPOSAL)</b>																																										
<b>List Authorized Sub-Consultants:</b>	NONE																																												
<b>Deliverables:</b>	Outlined in Scope of Work																																												
<b>Justification for Change:</b>	Construction and Paving to improve a portion of the dirt road on Gapway Rd.																																												
<b>Start Date:</b> NTP	<b>Completion Date:</b> 60 Days from NTP																																												

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

Georgetown County, SC Signatures:  Ray C. Funnye Director of Public Services   John Thomas Chair - County Council	Coastal Asphalt, LLC  (Signature)  2/19/2020 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.
--	--



Coastal Asphalt LLC  
2142 Winburn Street  
Conway SC 29527



# Estimate

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

Date	Estimate #
1/27/2020	7606

Name / Address	Project Name
Georgetown County Department of Public Services 2236 Browns Ferry Road Georgetown, SC 29440	Gapway Rd Improvements

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

Item No.	Description	Qty	Unit	Rate	Total
10	Fine Grade Subgrade	16,614	SY	1.50	24,921.00
20	Install and Compact 4.0" Stone Base (Commercial Base)	16,614	SY	5.65	93,869.10
30	Fine Grade Stone Base	16,614	SY	0.85	14,121.90
40	Pave 3.0" HMA Intermediate T-C	16,614	SY	14.70	244,225.80
50	Pave 1.5" HMA Surface T-C	16,614	SY	11.75	195,214.50
60	Dress Shoulders with Borrow and Hydroseed (approx. 3' wide each side)	12,460	LF	3.50	43,610.00
70	4.0" Fast Dry Paint - Double Yellow	12,460	LF	1.00	12,460.00
80	4.0" Fast Dry Paint - White Edge Line	12,460	LF	1.00	12,460.00
90	Yellow Pavement Markers	80	Ea	20.00	1,600.00
100	High Production Discount	16,614	SY	-3.50	-58,149.00
	- Price does not include testing, staking, or engineering				

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

**Total** \$584,333.30

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

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

DATE OF ACCEPTANCE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_



Item Number: 6.c  
Meeting Date: 2/25/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-089, CFUND Roads Construction-Evans, James, Miller, Maidenbush and Reed Ct.

**CURRENT STATUS:**

The following unimproved roads: Evans Pl., James Dr., Miller Rd., Maidenbush Rd. and Reed Ct. have been designed and are ready for paving by a Contractor.

**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 eight (8) bids received:

- 1) Coastal Asphalt, LLC of Conway, SC @ \$1,046,434.70;
- 2) Southern Asphalt of Conway, SC @ \$1,501,339.24;
- 3) Palmetto Corp of Conway, SC @ \$1,653,368.45;
- 4) Stone Construction Co. of Andrews, SC @ \$1,140,103.10;
- 5) Green Wave Contracting, Inc. of Georgetown, SC @ \$1,510,625.10;
- 6) D&L Sitework of Conway, SC @ \$1,395,582.15;
- 7) L&L Contractors of Andrews, SC @ \$2,066,853.37;
- 8) A.O. Hardee & Son of Little River, SC @ \$1,903,411.00.

**FINANCIAL IMPACT:**

This project is fully funded in GL Account Number 420.901-50702.

**OPTIONS:**

- 1) Award a Construction Contract to Coastal Asphalt, LLC in the amount of \$1,046,434.70.
- 2) Decline to approve staff's recommendation.

**STAFF RECOMMENDATIONS:**

There were eight (8) bids. All were found to be complete bid packages responding to all items. Coastal Asphalt, LLC of Conway, SC provided the lowest total bid price. Coastal Asphalt, LLC has satisfactorily performed work of this nature for Georgetown County for many years. They are a reputable company from this region and are capable of performing this type of work. Therefore, Public Works and Public Services staff recommend award go to the lowest bidder, Coastal Asphalt, LLC in the amount of \$1,046,434.70.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 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 # 19-089

Procurement for:

CFUND Roads Construction Evans, James, Miller, Maidenbush, Reed Ct

Department:

Public Services/Public Works

Budgeted:

☒-YES ☐-NO

Estimated Cost: \$ 922,200

FY 20

Funds Available:

☒-YES ☐-NO ☐-Pending Budget Approval

☐-Cash Purchase

☐-Other (Specify):

Funding Source Location	
G/L Account Number	Funding Amount
420.901.50702	922,200

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

If YES, attach a copy of the approved grant.

Grant Approval Attached : ☐-YES ☒-NO

  
Department Director/ Elected Official

OCT 28 2019

Date

  
Purchasing

10/29/19  
Date

  
Finance Director

10/29/19  
Date

  
County Administrator

10/30/19  
Date

**From:** [Ed Kilcullen](#)  
**To:** [Nancy Silver](#)  
**Subject:** RE: Procurement #19-089 for 2/25/20 Council Agenda  
**Date:** Thursday, February 20, 2020 4:18:05 PM  
**Attachments:** [image001.png](#)

---

Yes, funding will be available.

---

**From:** Nancy Silver  
**Sent:** Thursday, February 20, 2020 12:24 PM  
**To:** Ed Kilcullen  
**Subject:** Procurement #19-089 for 2/25/20 Council Agenda  
**Importance:** High

Hi Ed,

The lowest bid came in at \$1,046,434.70 but our procurement solicitation form was only showing funding in the amount of \$922,200. Is there funding to cover this additional expense? The department has advised that they have received special permission to get this on the 2/25/20 Council agenda. Please advise as soon as possible so that I can finish the agenda request.  
Thank you,

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





1

**Public Bid Opening Tabulation**  
**Bid# 19-089, CFUND Roads Construction-Evans, James, Miller,**  
**Maidenbush, and Reed Ct.**

**Wednesday, February 5, 2020 at 3:00 PM Eastern NIST**

<u>OFFEROR</u>	<u>Total Bid Price</u> (Pg. 22, Item #2)	<u>Bid Bond Attached</u>	<u>Comments</u>
Coastal Asphalt LLC	\$ 1,046,434 <sup>70</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Southern Asphalt	\$ 1,501,339 <sup>24</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Palmetto Corp of Conway	\$ 1,653,368 <sup>45</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Stone Construction	\$ 1,140,103 <sup>10</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Green Wave Contractors	\$ 1,510,625 <sup>10</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
D & L Site work	\$ 1,395,582 <sup>15</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
L & L Contractors	\$ 2,066,853 <sup>37</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY:

WITNESS:





**Public Bid Opening Tabulation**  
**Bid# 19-089, CFUND Roads Construction-Evans, James, Miller,**  
**Maidenbush, and Reed Ct.**

**Wednesday, February 5, 2020 at 3:00 PM Eastern NIST**

<u>OFFEROR</u>	<u>Total Bid Price</u> (Pg. 22, Item #2)	<u>Bid Bond Attached</u>	<u>Comments</u>
A.O. Hardee & Son <i>HP</i>	\$ 1,903,411 <sup>00</sup>	<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	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: *[Signature]*

WITNESS: *Ann C. Pickett*



**Bid Opening and Tabulation Sign Up**  
**Bid# 19-089, CFUND Roads Construction-Evans, James, Miller,**  
**Maidenbush, and Reed Ct.**

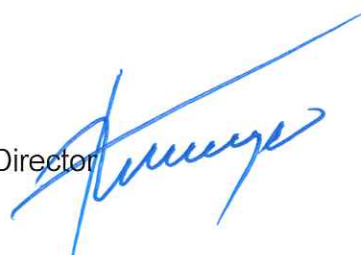
**Wednesday, February 5, 2020 at 3:00 PM Eastern NIST**

**PLEASE PRINT CAREFULLY**

NAME	COMPANY	PHONE	E-MAIL
Mendel Neel	Green Wave	843 625-9315	Mail@greenwavecontracting.com
Amanda Ware	Palmetto Corp of Conway	843-365-2156	<del>am</del> bweaver@palmettocorp.com
David Smoak	Davis & Floyd	843-817-7713	
Lawton Hood	D+L Sitework	843-397-5850	lawton@dnlsitework.com
Rodney Hyman	D&L Sitework	843-397-5850	estimating@dnlsitework.com
Cheryl Lambert	L & L Contractors, Inc	843-264-2450	bjlambert@llcontractors.com
Brian Servis	AO Hardee & Son, Inc	843-602-1396	brian@aohardee-son.com
Steve Starbuck	Coastal Asphalt, LLC	843-397-7325	stue@coastalasphalt.com

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

# **Memorandum**

**To:** Nancy Silver, Purchasing Officer  
**From:** Ray C. Funnye, Public Services Director   
**Date:** February 19, 2020  
**Re:** Recommendation: Bid#19-089 CFUND Roads Construction - Evans, James, Miller, Maidenbush, and Reed Ct

---

In January 2020, Georgetown County issued an Invitation for Bid for CFUND Engineered Roadway Improvements – Evans Place, James Drive, Miller Rd, Maidenbush Rd, and Reed Ct.

A total of eight (8) bids were received. Of the eight respondents, all were found to be complete bid packages responding to all items. Staff reviewed the bids and confirmed their accuracy. The lowest bid was from Coastal Asphalt of Conway, SC which included a \$22,000 utility allowance and base bid amounts of \$141,010.68 for Evans Place, \$368,115.19 for James Drive and Miller Rd, \$340,865.70 for Maidenbush Rd, and \$174,443.13 for Reed Ct for a total of **\$1,046,434.70**. The second lowest bidder, Stone Construction, was \$93,668.40 more than Coastal Asphalt at \$1,140,103.10.

Coastal Asphalt has satisfactorily performed work of this nature for Georgetown County for many years. Coastal Asphalt is a reputable company from this region that is capable of this type of work.

I hereby recommend that Coastal Asphalt of Conway, SC be awarded the contract for a total amount of **\$1,046,434.70**.



Item Number: 6.d  
Meeting Date: 2/25/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-120, Linksbrook Crossline Replacement.

**CURRENT STATUS:**

Linksbrook Crossline Replacement was brought to Georgetown Public Works attention by the residents of Linksbrook Community. They were experiencing sinkholes in multiple locations throughout the community. After repeated patching by Georgetown County Public Works, the County decided to investigate further. The stormwater pipes and catch basin showed multiple failures and separations, causing the sinkholes.

**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 emailed to all known offerors. There were five (5) bids received:

- 1) Green Wave Contracting of Georgetown, SC @ \$106,365.00;
- 2) Coastal Asphalt of Georgetown, SC @ \$106,980.00;
- 3) Lawrimore Construction of Conway, SC @ \$120,942.00
- 4) Palmetto Corp of Conway, SC @ \$138,090.00;
- 5) Greenwall Construction of Myrtle Beach, SC @ \$200,825.30.

Green Wave Contracting submitted the lowest complete bid in the amount of \$106,365.00

**FINANCIAL IMPACT:**

This project will be fully funded in GL Account Number 504-901-50705 up to the budgeted amount of \$179,301.60.

**OPTIONS:**

- 1) Award a Construction Contract to Green Wave Contracting in the amount of \$106,365.00.
- 2) Decline to approve staff's recommendation.

**STAFF RECOMMENDATIONS:**

There were five (5) bids received at the public bid opening held on February 12<sup>th</sup>, 2020. Georgetown County Department of Public Services reviewed the five (5) bids received and all were found to be complete bid packages responding to all items. Green Wave Contracting submitted the lowest complete bid in the amount of \$106,365.00. In addition, they have successfully completed several similar projects for the County and is a reputable company. Therefore award is recommended to the low bidder, Green Wave Contracting for the best pricing for this work.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Recommendation	Cover Memo



Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 19-120

Procurement for: Linksbrook Crossline Replacement

Department: Public Services

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: \$179,301.60

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
504-901-50705	\$179,301.60

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

DEC 14 2019

Date

  
Purchasing

12/11/19  
Date

  
Finance Director

12/11/19  
Date

  
County Administrator

12/13/19  
Date



**Public Bid Opening Tabulation**  
**Bid 19-120, Linksbrook Crossline Replacement**  
**Wednesday, February 12, 2020 @ 3:00 pm**

<u>OFFEROR</u>	<u>Comments</u>	<u>Bid Bond</u>
Greenwall Construction	\$200,825 <sup>30</sup>	Yes
Laurieville Construction	\$120,942 <sup>00</sup>	Yes
Green Wave Contracting	\$106,365 <sup>00</sup>	Yes
Coastal Asphalt	\$106,980 <sup>00</sup>	Yes
Relucto Corpot Company	\$138,090 <sup>00</sup>	Yes

OPENED BY: Parade Bassetti

WITNESSED BY: Shirley Fackell



**Bid # 19-120 Linksbrook Crossline Replacement**

## Bid Opening Sign up

Wednesday, February 12, 2020 @ 3:00 PM Eastern Time

**PLEASE PRINT CAREFULLY**

[illegible]





## Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

# Memorandum

**To:** Nancy Silver

**From:** Ray C. Funnye, Director

**Date:** February 14, 2020

**Re:** Recommendation for Bid #19-120 Linksbrough Crossline Replacement

On February 12, 2020 Georgetown County Department of Public Services received five (5) bids for Bid #19-120 Linksbrough Crossline Replacement. The scope of work includes demolition, repair and replacement of stormwater infrastructure within the Linksbrough Community located in Murrells Inlet of Georgetown County.

Green Wave Contracting submitted the lowest complete bid, in the amount of \$106,365.

Green Wave Contracting has successfully completed several similar projects for the County and is a reputable company.

Based on the aforementioned, I hereby recommend that the award of Bid #19-120 Linksbrough Crossline Replacement go to Green Wave Contracting, in the amount of \$106,365.

Item Number: 6.e  
Meeting Date: 2/25/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #20-004, Upfitting for Nine (9) Chevrolet Tahoe's (CERP Vehicles).

**CURRENT STATUS:**

To upfit Nine (9) Chevrolet Tahoe's for the Sheriff's office (includes lights, sirens, installing radios & cameras, etc) by Mobile Communications of America under State Contract #4400012371 for \$69,010.68.

**POINTS TO CONSIDER:**

This item will be procured using State Contract #4400012371, under the existing procurement code:

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

1) Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201, 6-202).

2) The recommendation is for Mobile Communications of America to install these Accessories under State Contract #4400012371.

3) The total cost will be \$69,010.68, including sales tax.

**FINANCIAL IMPACT:**

This procurement is fully funded as part of the CERP in G/L account number 499.205 50713.

**OPTIONS:**

- 1) Award to Mobile Communications of America
- 2) Decline to accept recommendation.

**STAFF RECOMMENDATIONS:**

The Sheriff's Office Staff reviewed the specifications submitted by Mobile Communications and requested that the purchase of these Accessories & Installation be made from Mobile Communications of America of Myrtle Beach, SC.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ 20-004 Bid Solicitation	Cover Memo
▣ 20-004 Recommendation	Cover Memo
▣ 2020-00000380	Cover Memo



Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 20-004

Procurement for: Upfit for 9 Chevrolet Tahoe's

Department: Sheriff's Office

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$69,010.68 FY 20

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

☒-Cash Purchase

☐-Other (Specify): \_\_\_\_\_

Funding Source Location	
G/L Account Number	Funding Amount
499.205 50713	475,325 <sup>87</sup>

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

Carter Weaver  
Department Director/Elected Official

2-18-20  
Date

Ann G. Puckett  
Purchasing

2/11/2020  
Date

[Signature]  
Finance Director

2/12/2020  
Date

[Signature]  
County Administrator

2/18/20  
Date



**GEORGETOWN COUNTY SHERIFF'S OFFICE**



Carter Weaver, SHERIFF

## Memorandum

**To:** Purchasing

**From:** Carter Weaver, Sheriff

A handwritten signature in black ink, appearing to be "C. Weaver", is written over the "From:" line.

**Date:** 2-10-2020

**Re:** Letter of Recommendation – Upfit for nine (9) 2019 Chevy Tahoe's

---

It is the recommendation of my office to acquire from the vendor Mobile Communications to purchase the upfit for nine (9) Chevrolet Tahoe's for our vehicle fleet. The total cost of the upfitting is \$69,010.68 and funding is secured in account 499.205.50713.

**Bill To**

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

**Ship To**

MYRTLE BEACH COMMUNICATIONS  
1330 ENTERPRISE AVE  
MYRTLE BEACH, SC 29577

**Purchase Order**

No. 2020-00000380

**02/18/20**

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

**Vendor** 1104361 MOBILE COMMUNICATIONS AMERICA**Contact**

MOBILE COMMUNICATIONS AMERICA, INC.  
100 DUNBAR ST., SUITE 304  
SPARTANBURG, SC 29306

**Deliver by** 04/30/20**Ship Via****Freight Terms** INSTALLED**Originator** Ann Puckett**Resolution Number** SC 4400012371/20-004**Invoice Terms**

20-004

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
69010.6800	\$/US	VEHICLE ADD ONS		\$1.0000	\$69,010.68
<b>Item Description</b> UPFIT FOR 9 2019 CHEVROLET TAHOE'S					
<b>G/L Account</b>		<b>Project</b>		<b>Amount</b>	<b>Percent</b>
499.205-50713 (Autos & Trucks)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	1/17/2020	Sabrina Player
2	Dept Head/Director	1/17/2020	Carter Weaver
3	Purchasing	2/18/2020	Ann Puckett

**Total Due** \$69,010.68

  
SIGNATURE

SIGNATURE

**Special Instructions**

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



Mobile  
Communications  
America

MOBILE COMMUNICATIONS AMERICA, INC.  
d/b/a Myrtle Beach Communications  
1330 ENTERPRISE AVE  
MYRTLE BEACH, SC 29577  
Phone: 843-444-1199  
Fax:

## QUOTATION

Page 1

**334001775**

**Bill To:**

GEORGETOWN COUNTY SHERIFF DEP  
ATTN: LT JACKSON  
PO BOX 1292  
GEORGETOWNE, SC 29442

**Ship To:**

GEORGETOWN COUNTY SHERIFF DEP  
ATTN: LT JACKSON  
PO BOX 1292  
GEORGETOWNE, SC 29442

Date: 10/23/2019		Customer Rep: Chris Nugent		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
18	XTP4MCBW	XTP MULTICOLOR 8 LED SPLIT, 12 VDC, BLUE/WHITE	EA	53.55	963.90	
9	PBH45	PUSH BUMPER BRACKET HORIZONTAL 45*ANGLE	EA	43.97	395.73	
18	XTP4BB	XTP 4 LED BLUE/BLUE	EA	40.16	722.88	
9	XT404BBBB	LED LIGHT STICK BLUE	EA	216.79	1,951.11	
9	HB4PAK-B	4LED FL MT HIDE-A-BLAST B	EA	127.07	1,143.63	
9	425-6621	Tahoe 15+ IPBCC with Locking Lid (14" FP/28" FLP)	EA	515.18	4,636.62	
9	425-3704	ABS Dual Cup Holder Faceplate Mount (4")	EA	37.62	338.58	
9	425-3843	Side Hinged Armrest, IPBCC, Tahoe	EA	110.69	996.21	
9	475-2010	ZRT GUN RACK AR-BLM/870	EA	378.95	3,410.55	
9	425-5542/5182	CONSOLE SIDE MT W/GK PLATE	EA	190.10	1,710.90	
9	36-53805	PUSH BUMPER ELITEXD TAHOE/SUBURBAN 2015-19 (EXCL SUBURBAN 2500)	EA	430.36	3,873.24	
9	36-6015	ELITE 33.1" SOLID CHANNEL- PUSH BUMPER LIGHT CHANNEL 33.1 INCH SOLID	EA	28.66	257.94	
9	36-53805PB	PIT BAR ELITEXD TAHOE/SUBURBAN 2015-19 (EXCL SUBURBAN 2500)	EA	322.46	2,902.14	
9	36-53805W	WING WRAP ELITEXD TAHOE/SUBURBAN 2015-19 (EXCL SUBURBAN 2500)	EA	193.70	1,743.30	
9	475-0866	SPACE CREATOR PARTITION	EA	652.92	5,876.28	
9	475-0888	HSEP	EA	94.05	846.45	
9	475-0988	CARGO BARRIER POLY	EA	409.07	3,681.63	
9	SS-SUBCONTRACT	Silver Wrap Silver Wrap	EA	700.00	6,300.00	
9	21TR52MC	52" MULTI-COLOR LIGHTBAR C#103463	EA	1,089.79	9,808.11	
9	C3100TH17	C3100 SPEAKER FOR 2017 +TAHOE, SINGLE OR DUAL	EA	149.25	1,343.25	
9	Z3	DELUXE REMOTE SIREN 200 WATT	EA	357.00	3,213.00	
9	VI-FR-INST	VEHICLE INSTALL FLAT RATE	EA	1,000.00	9,000.00	



Mobile  
Communications  
America

MOBILE COMMUNICATIONS AMERICA, INC.  
d/b/a Myrtle Beach Communications  
1330 ENTERPRISE AVE  
MYRTLE BEACH, SC 29577  
Phone: 843-444-1199  
Fax:

## QUOTATION

Page 2

**334001775**

**Bill To:**

GEORGETOWN COUNTY SHERIFF DEP  
ATTN: LT JACKSON  
PO BOX 1292  
GEORGETOWNE, SC 29442

**Ship To:**

GEORGETOWN COUNTY SHERIFF DEP  
ATTN: LT JACKSON  
PO BOX 1292  
GEORGETOWNE, SC 29442

Date: 10/23/2019		Customer Rep: Chris Nugent		Terms: NET 30 DAYS	
Qty	Item	Description	U/M	Unit Price	Extended
9	SHIPPING	SHIPPING	EA	50.00	450.00
9	*MISC-SHOPSUPPLIES	Shop Supplies	EA	45.00	405.00
		Shop Supplies			

**Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please contact customer representative by phone or email with any questions:

Customer Rep: Chris Nugent  
Phone #: 843-455-9367  
Email: chrisnugent@callmc.com

Subtotal : \$65,970.45  
Tax : \$3,040.23  
Total Quote : \$69,010.68

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

Item Number: 6.f  
Meeting Date: 2/25/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement No. 20-005, (9) Coban Focus Body Camera Packages & (9) Edge In-Car System Cameras.

**CURRENT STATUS:**

To add four (9) of the Coban Focus Body Camera Packages & (9) Edge In-Car System Cameras in the 9 Sheriff's Office Tahoe's being order this year. These are the same units in the other Sheriff's Office Vehicles.

**POINTS TO CONSIDER:**

This item will be procured using the HGAC Contracts EF1930A & EF1930B, under the existing procurement code:

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 recommendation is for Coban Technologies, Inc. to install these Cameras with Software & Support using the HGAC Contracts LIGAC EF 04-19 & T FF1930A.

3) The total cost will be \$65,740.14, including sales tax.

This procurement is fully funded as part of the CERP, G/L 499.205 50713.

**FINANCIAL IMPACT:**

This procurement is fully funded as part of the CERP in G/L account number 499.205 50713.

**OPTIONS:**

- 1) Award to Coban Technologies, Inc.
- 2) Decline to accept recommendation.

**STAFF RECOMMENDATIONS:**

The Sheriff's Office Staff reviewed the specifications submitted by Coban Technologies and requested that the purchase of these Cameras be made from Coban Technologies, Inc.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
20-005 Bid Solicitation	Cover Memo

- ▢ 20-005 Recommendation
- ▢ 2020-00000381

Cover Memo  
Cover Memo





Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL

Procurement #20-005

Procurement for: In-Car & Body Cameras for 9 Tahoe's

Department: Sheriff's Office

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: 65,740.14 FY 20

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

☒-Cash Purchase

☐-Other (Specify): \_\_\_\_\_

Funding Source Location	
G/L Account Number	Funding Amount
499.205 50713	475,325 <sup>87</sup>

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

Catter Weaver

Department Director/Elected Official

2-10-20  
Date

John G. Prickett

Purchasing

2/11/2020  
Date

Ed Kilian

Finance Director

2/17/2020  
Date

Joe Hg

County Administrator

2/18/20  
Date

**GEORGETOWN COUNTY SHERIFF'S OFFICE**



Carter Weaver, Sheriff

## Memorandum

**To:** Purchasing

**From:** Carter Weaver, Sheriff

**Date:** 2-10-20

**Re:** Letter of Recommendation – Coban In-Car & Body Cameras

---

It is the recommendation of my office to acquire the vendor Coban Technologies, Inc. to purchase Coban In-Car & Body Cameras for nine (9) Chevrolet Tahoes. This purchase is necessary to equip our patrol officers with technology that is necessary in daily law enforcement. The cost of the cameras is \$65740.14, and funding is secured in account 499.205.50713.



**Bill To**

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

**Ship To**

MYRTLE BEACH COMMUNICATIONS  
1330 ENTERPRISE AVE  
MYRTLE BEACH, SC 29577

**Purchase Order**

No. 2020-00000381

**02/18/20**

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

**Vendor** 1125011 COBAN TECHNOLOGIES, INC

**Deliver by** 04/30/20

**Contact**

COBAN TECHNOLOGIES, Inc  
ATTN: Susan E. Drummond  
SUITE #800  
11375 WEST SAM HOUSTON PKWY S  
HOUSTON, TX 77031

**Ship Via****Freight Terms**

F.O.B.: ORIGIN

**Originator**

Ann Puckett

**Resolution Number**

HGAC EF 04-19 & EF1930A

**Invoice Terms**

N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
53649.0000	\$/US	VEHICLE ADD ONS		\$1.0000	\$53,649.00
<i>Item Description</i> IN CAR CAMERAS FOR 9 CHEVROLET TAHOES (2019) <i>Detail Description</i> INCLUDES SOFTWARE & SUPPORT (3 YR RENEWAL)					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.205-50713 (Autos & Trucks)					100.00%
8370.0000	\$/US	VEHICLE ADD ONS		\$1.0000	\$8,370.00
<i>Item Description</i> BODY CAMERA PACKAGES FOR 9 TAHOE'S <i>Detail Description</i> INCLUDES SOFTWARE & SUPPORT (3 YR RENEWAL)					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.205-50713 (Autos & Trucks)					100.00%
3721.1400	\$/US	VEHICLE ADD ONS		\$1.0000	\$3,721.14
<i>Item Description</i> SALES TAX					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.205-50713 (Autos & Trucks)					100.00%

**Special Instructions**

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

**Bill To**

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

**Ship To**

MYRTLE BEACH COMMUNICATIONS  
1330 ENTERPRISE AVE  
MYRTLE BEACH, SC 29577

**Purchase Order**

No. 2020-00000381

02/18/20

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

**Vendor** 1125011 COBAN TECHNOLOGIES, INC

**Contact**

COBAN TECHNOLOGIES, Inc  
ATTN: Susan E. Drummond  
SUITE #800  
11375 WEST SAM HOUSTON PKWY S  
HOUSTON, TX 77031

**Deliver by**

04/30/20

**Ship Via**

**Freight Terms**

F.O.B.: ORIGIN

**Originator**

Ann Puckett

**Resolution Number**

HGAC EF 04-19 & EF1930A

**Invoice Terms**

N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
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Level	Level Description	Date	Approval User
1	Dept Entry	1/17/2020	Sabrina Player
2	Dept Head/Director	1/17/2020	Carter Weaver
3	Purchasing	2/18/2020	Ann Puckett

**Total Due** \$65,740.14

*Ann G. Puckett*

SIGNATURE

SIGNATURE

**Special Instructions**

E-MAIL TO: \_\_\_\_\_

COMPANY: \_\_\_\_\_

FROM: Georgetown County, SC Purchasing Office

E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500



A Safe Fleet Brand

## COBAN Technologies, Inc.

*Officer Safety, Efficiency and Trust in a Mission Critical Environment*

11375 W. Sam Houston Pkwy S., Suite 800

Houston, Texas 77031-2348

United States

Quote:

Q-12129-1

Date:

10/25/2019 11:24 AM

Expires On:

12/29/2019

Phone: (281) 925-0488

Fax: (281) 925-0535

Email: Sales@cobantech.com

### Ship To

Tyler Monroe

Georgetown County Sheriff (Georgetown, SC)

430 N. Fraser St.

Georgetown, South Carolina 29440

United States

(843) 436-6032

tmonroe@gtcounty.org

### Bill To

Georgetown County Sheriff (Georgetown, SC)

430 N. Fraser St.

Georgetown, South Carolina 29440

United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tyler Hall	x	tylerh@cobantech.com		Net 30

### 9 EDGE-HD

Line No	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0056012	SYSED-06-D	EDGE IN-CAR SYSTEM w SD/HD CAMERA & BACK SEAT CAMERA Features: • 5.7" touchscreen monitor • GPS • Smart Power Module (SPM) w/ UPS • 16 GB internal SSD OS drive • 64 GB internal SSD Fail-Safe drive • 64 GB removable SSD • Internal 802.11 A/G/N/AC wireless card • Backseat wide angle IR camera with built in covert microphone • Front facing SD/HD low profile color camera • Wireless microphone • Three year limited hardware warranty	USD 5,156.00	9	USD 46,404.00
QL-0056014	MZZ-01	MOUNTING For secure mounting within the vehicle (2019 CHEVY TAHOES)	USD 100.00	9	USD 900.00
QL-0056015	SCOPT-27	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC)  For wireless upload to Access Point	USD 205.00	9	USD 1,845.00
QL-0056016	WLIC-01	COBAN DVMS SOLUTION • Per Active Device • Software License with First Year Technical Support  Continued license and support for subsequent years require annual purchase of WMAIN-110	USD 150.00	9	USD 1,350.00
QL-0056013	WMAIN-110	COBAN DVMS SOLUTION ANNUAL RENEWAL • Per Active Device • Software maintenance and Technical Support • YEAR 2	USD 150.00	9	USD 1,350.00

Line No	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0056017	WMAIN-110	COBAN DVMS SOLUTION ANNUAL RENEWAL • Per Active Device • Software maintenance and Technical Support • YEAR 3	USD 150.00	9	USD 1,350.00
QL-0056018	LFEE-050	SHIPPING - EDGE	USD 50.00	9	USD 450.00
<b>9 EDGE-HD TOTAL:</b>					USD 53,649.00

#### 9 FOCUS X1 BWC

Line No	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0056019	FOCUS-01-00	FOCUS X1 BODY WORN CAMERA PACKAGE Includes: • FOCUS X1 Body Worn Camera • Single Office Dock & Power Supply • USB Cable • Magnetic Uniform Mount	USD 450.00	9	USD 4,050.00
QL-0056021	WLIC-221	COBAN DVMS BWC SOLUTION • Per Active Device • Software License with First Year Technical Support  Continued license and support for subsequent years require annual purchase of WMAIN-201	USD 90.00	9	USD 810.00
QL-0056020	WMAIN-201	COBAN DVMS BWC SOLUTION ANNUAL RENEWAL • Per Active Device • Software Maintenance and Technical Support • YEAR 2	USD 90.00	9	USD 810.00
QL-0056022	WMAIN-201	COBAN DVMS BWC SOLUTION ANNUAL RENEWAL • Per Active Device • Software Maintenance and Technical Support • YEAR 3	USD 90.00	9	USD 810.00
QL-0056047	WARR-X1-36ESP	FOCUS X1 36-MONTHS EXTENDED SERVICE PLAN - 3-Year hardware warranty	USD 195.00	9	USD 1,755.00
QL-0056024	LFEE-054	SHIPPING - Body Worn Camera	USD 15.00	9	USD 135.00
<b>9 FOCUS X1 BWC TOTAL:</b>					USD 8,370.00

#### TAX

Line No	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0056031	LFEE-006	FEE- TAX 6%	USD 3,721.14	1	USD 3,721.14
<b>TAX TOTAL:</b>					USD 3,721.14

<b>TOTAL:</b>					USD 65,740.14
---------------	--	--	--	--	---------------

#### Terms & Conditions

Applicable sales taxes are not reflected on this proposal and will be included in the invoice. Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or re-sellers' certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to PMO@cobantech.com or (281) 925-0535 and mail two sets of originals to:

COBAN Technologies, Inc.



11375 W. Sam Houston Pkwy S., Suite 800  
Houston, Texas 77031-2348

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Georgetown County Sheriff (Georgetown, SC)

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Item Number: 8.a  
Meeting Date: 2/25/2020  
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Georgetown County Fire District 1 - Board Appointment

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

The Georgetown County Fire District 1 Board consists of seven members. Five members of the board are appointed to represent the Council Districts located within the Fire District. Two of the board members are appointed to serve "at large". One of those seats is currently vacant.

Council member Raymond Newton has nominated David J. Cribb to serve on the Fire District 1 Board. Mr. Cribb has submitted an application for service, which is provided for Council's consideration.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Appoint Mr. David Cribb to serve "at large" on the Georgetown County Fire 1 District Board.
2. Do not ratify this appointment.

**STAFF RECOMMENDATIONS:**

Recommendation for the appointment of Mr. David J. Cribb to serve on the Georgetown County Fire District 1 Board.

**ATTACHMENTS:**

Description	Type
Board Application - Fire District 1	Backup Material





# QUESTIONNAIRE FOR BOARD / COMMISSION

PLEASE PRINT

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

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

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

Name: DAVID J CRIBB  
[First] [Middle/Maiden] [Last]

Home Address: 2910 BULLARD RD

Home Phone: 843-601-8365 Work Phone: 843 601 8365 Cell Phone: 843 601 8365

Email Address: davidjcribbDO@gmail.com

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

Occupation: Automotive Repair Present Employer: CRIBBS AUTOS

Employer Address: 14265 PLEASANT HILL DR HENRY CO GA 30554  
[If retired, most recent employer]

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

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

Professional Degree (please specify) \_\_\_\_\_

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

[If yes, please list]: \_\_\_\_\_

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

[If yes, please list]: \_\_\_\_\_

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

[If yes, please list]: \_\_\_\_\_

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

VOLUNTEER FIRE FIGHTER

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

[Signature] 1/24/2020  
Applicant Signature Date

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

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

**Item Number:** 8.b  
**Meeting Date:** 2/25/2020  
**Item Type:** APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Waccamaw Center for Mental Health Governing Board

**CURRENT STATUS:**

One of three seats nominated by Georgetown County on the Waccamaw Center for Mental Health Governing Board has been occupied by Ms. Deborah Heller since 2015.

**POINTS TO CONSIDER:**

The Waccamaw Center for Mental Health Board is a regional board consisting of fifteen (15) board members from Horry, Williamsburg, and Georgetown Counties.

The number of seats appointed by each county is based on county population. Georgetown County Council currently appoints three of the 15 seats on an 'at large' basis.

County Council makes nominations for board membership, and appointments are made by the Governor.

Ms. Deborah Heller has represented Georgetown County on the WCMH Board since her appointment in 2015, and has served as a faithful and vital member of this board. Ms. Heller's current term of service has ended, and she desires to continue serving in this capacity.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Nominate Ms. Deborah Heller for another term of service on the Waccamaw Center for Mental Health Governing Board.
2. Decline reappointment.

**STAFF RECOMMENDATIONS:**

Recommendation to nominate Ms. Deborah Heller for re-appointment to the Waccamaw Center for Mental Health Governing Board.

**Item Number:** 11.a

**Meeting Date:** 2/25/2020

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-05 - An amendment to the Article XVII, Section 1702.2 of the Zoning Ordinance regarding the submission time frame for applications to the Planning Commission

**CURRENT STATUS:**

Article XVII, Section 1702.2 of the Zoning Ordinance addresses applications to the Planning Commission, which require applications to be submitted at least 45 days prior to a Commission meeting.

**POINTS TO CONSIDER:**

1. The Zoning Ordinance was amended in 2007 to require that applications be submitted to the PC at least 45 days prior to a meeting. Likewise, the Development Regulations and the PC by-laws were amended in 2007 to establish the 45 day requirement.
2. The changes were made to reduce the number of conditions that were placed on approvals such as reviews by SCDOT, GCWSD, etc.
3. This 45 day requirement conflicts with state law which requires the PC to render a decision within 30 days of a submittal. Failure to render a decision means the application is sent to County Council with a positive recommendation.
4. In reality, the 45 day requirement does not benefit staff in reviewing an application. When an application is submitted 45 days prior to a meeting, staff is still working on other applications that will be reviewed at the upcoming PC meeting.
6. The 45 day requirement places a significant burden on the development community as it has frequently caused projects to have to be placed on a PC agenda two months later. If a project has to wait two months to be reviewed and then have County Council give three readings, the process is unnecessarily long.
7. Staff recommended approval for the attached ordinance reducing the timeframe from 45 days to 30 days.
8. The Planning Commission held a public hearing on this issue at their January 16th meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed change to the Zoning Ordinance.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve as recommended by PC
2. Deny request
3. Defer for further information

- 3. Order for further information
- 4. Approve an amended text change
- 5. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description		Type
▣	Ordinance No. 20-05 Amendment to Zoning	Ordinance
	Ordinance re time frame for applications	

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 20-05

AN ORDINANCE TO AMEND ARTICLE XVII, AMENDMENTS, SECTION 1702.2, APPLICATION PROCEDURE OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XVII, AMENDMENTS, SECTION 1702.2, APPLICATION PROCEDURE, SHALL READ AS FOLLOWS.

1702.2        Application Procedure. Application forms for amendment requests shall be obtained from the Planning Commission. Completed forms, together with an application fee to cover administrative costs plus any additional information the applicant feels to be pertinent shall be filed with the Planning Commission. Any communication purporting to be an application for an amendment shall be regarded mere notice to seek relief until it is made in the form required.

1702.201       Applications for all amendments must be submitted ~~in proper form~~, at least 45 **thirty (30)** days prior to a Planning Commission meeting in order to be heard at that meeting. *(Amended Ord. 2007-41)*

1702.2011 Conceptual reviews by outside agencies must be submitted 45 **twenty one (21)** days prior to a Planning Commission meeting in order to be considered at such meeting. *(Amended Ord. 2007-41)*

1702.202       The Planning Commission, at regular meetings, shall review and prepare a report, including its recommendation for transmittal to the County Council.

1702.203       All meetings of the Planning Commission shall be open to the public. At a meeting, any party may appear in person, by agent or attorney.

1702.204       No member of the Planning Commission shall participate in a matter in which he has any pecuniary or special interest.

1702.205 Following action by the Planning Commission, all papers and data pertinent to the application shall be transmitted to the County Council for final action.

1702.206 The person or entity applying to amend the ordinance by changing the zoning classification of a particular piece of property or establishing or amending a Planned Development or **Flexible Design District** must submit to the Planning Commission, as part of the application, letters addressed to each property owner within four hundred (400) feet of the subject property containing information adequate to notify such owners of the intention to rezone, and when and where a public hearing will be held by the Planning Commission. ~~On the back of the letter of notification,~~ A location map showing the areas to be rezoned must be included. Such letters must be placed in unsealed, stamped and addressed envelopes ready for mailing by the Planning Commission. The Planning Commission's address must appear as the return address on the envelopes. A list of all property owners, as reflected by the tax records, to whom letters are addressed must accompany the application.

If an amendment to change the zoning classification for a piece of property or a request to establish or amend a Planned Development or **Flexible Design District** is deferred by the Commission, new letters of notification will be required. If an amended request is submitted, the applicant must submit additional letters of notification as described above  
*(Amended 2009-21).*

1702.207 The letters of notification required by 1702.26 ~~206~~ must be mailed to the affected property owners by the Planning Commission at least 21 days prior to the public hearing. The Commission Staff shall certify the mailing date. Failure to strictly comply with the notification requirements contained in Sections 1702.206 and 1702.207 shall not render the rezoning of the property invalid.



1702.208 All changes to the Zoning Maps(s) initiated by either the Planning Commission or County Council shall be subject to the property owner's notification requirements listed above, excepting that the letters of notification shall only be mailed to owners of property(s) subject to the proposed zoning change(s). If ~~in the case that~~ the proposed zoning involves more than fifty (50) properties owned by more than fifty (50) owners, the County may still mail all of the affected property owner's notices of public hearing. As an alternative published notices of a public hearing shall be published in local newspapers two times each week for a period of two weeks. The fourth published notice shall be placed in local newspapers, and shall be of size equal to one-fourth of a newspaper page in size. Property owners who live outside the newspaper circulation area shall be notified by first class mail. Such mailing shall be certified in writing to the Planning Commission or County Council as appropriate. Failure to strictly comply with the notification criteria established above; as a result of circumstances beyond the control of the Planning Commission or County Council shall not render the rezoning of the property invalid.

1702.209 In rezoning cases, conspicuous notices shall be posted on the affected property that shall be visible from each public street that borders the property. The notice shall be posted at least fifteen (15) days prior to the public hearing date.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
John W. Thomas  
Chairman, Georgetown County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd  
Clerk to Council

This Ordinance, No. 20-05, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Legal Counsel for Georgetown County

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

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**Item Number:** 11.b

**Meeting Date:** 2/25/2020

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-06 - An amendment to Article 2, Section 2-2 of the Development Regulations regarding the time frame for applications to the Planning Commission

**CURRENT STATUS:**

Article 2, Section 2-2 of the Development Regulations addresses applications to the Planning Commission, which requires applications to be submitted at least 45 days prior to a Commission meeting.

**POINTS TO CONSIDER:**

1. The Development Regulations were amended in 2007 to establish the 45 day requirement.
2. The changes were made to reduce the number of conditions that were placed on approvals such as reviews by SCDOT, GCWSD, etc.
3. This 45 day requirement conflicts with state law which requires the PC to render a decision within 30 days of a submittal. Failure to render a decision means the application is sent to County Council with a positive recommendation.
4. In reality, the 45 day requirement does not benefit staff in reviewing an application. When an application is submitted 45 days prior to a meeting, staff is still working on other applications that will be reviewed at the upcoming PC meeting.
5. The 45 day requirement places a significant burden on the development community as it has frequently caused projects to have to be placed on a PC agenda two months later. If a project has to wait two months to be reviewed and then have County Council give three readings, the process is unnecessarily long.
6. Staff recommended approval for the attached ordinance reducing the timeframe from 45 days to 30 days.
7. The Planning Commission held a public hearing on this issue at their January 16th meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed change to the Development Regulations.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve as recommended by PC
2. Deny request
3. Defer for further information
4. Approve as amended text change.
5. Remand to PC for further study.

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No 20-06 Amendment to Dev Regs	Ordinance

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 20-06

**AN AMENDMENT TO ARTICLE 2, PROCEDURES, SECTION 2: REVIEW PROCEDURES FOR MAJOR DEVELOPMENTS, SECTION 2 – 2, DEVELOPMENT PLAT AND APPLICATION FOR APPROVAL, A. GENERAL, OF THE DEVELOPMENT REGULATIONS OF GEORGETOWN COUNTY, SOUTH CAROLINA**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 2, PROCEDURES, SECTION 2: REVIEW PROCEDURES FOR MAJOR DEVELOPMENTS, SECTION 2-2, DEVELOPMENT PLAT AND APPLICATION FOR APPROVAL, A. GENERAL BE AMEDED TO READ AS FOLLOWS.**

2-2. Development Plat and Application for Approval.

A. General

The subdivider shall prepare a Development Plat and submit such plat to the Planning Office to be used for the purpose of determining the adherence of the subdivision to design standards and improvement proposals.

Submission Requirements:

1. An application requesting approval of the Development Plat;
2. Four (4) copies of the plat;
3. One (1) specified digital copy (.dxf or .dwg);
4. Required supplemental material; and
5. Traffic impact analysis as required in Georgetown County Code Chapter 15, Article V.

Submitted not less than ~~forty-five (45)~~ **thirty (30)** days prior to the meeting at which it is to be considered by the Planning Commission. *(Amended Ord. 2007-41)*

All required federal, and state permit applications shall be pending prior to submission of the Development Plat to the Planning Commission.

The subdivider must submit to the Planning Commission, as part of the application, letters addressed to each property owner within four hundred (400) feet of the subject



property containing information adequate to notify such owners of the intention to subdivide, and when and where a public hearing will be held by the Planning Commission. On the back of the letter of notification, a location map showing the areas to be subdivided must be included. Such letters must be placed unsealed, stamped and addressed envelopes, ready for mailing by the Planning Commission. The Planning Commission's address must appear as the return address on the envelopes. A list of all property owners, as reflected by the tax records, to whom letters are addressed must accompany the application.

The required letters of notification must be mailed to the affected property owners by the Planning Commission at least 21 days prior to the public hearing. The Commission Staff shall certify the mailing date. Failure to strictly comply with the notification requirements contained in this section shall not render the rezoning of the property invalid.

Conspicuous notices shall be posted on the affected property that shall be visible from each public street that borders the property. The notice shall be posted at least fifteen (15) days prior to the public hearing date.

Before approving a major development, the Planning Commission shall hold a public hearing thereon, notice of the time and place of which shall be published in a newspaper of general circulation in the County at least fifteen (15) days in advance of the scheduled public hearing date. *(Amended Ord. 2007-87)*

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
John W. Thomas  
Chairman, Georgetown County Council

(Seal)

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd  
Clerk to Council

This Ordinance, No. 20-06, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley Bryant  
Georgetown County Legal Counsel

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

**Item Number:** 11.c

**Meeting Date:** 2/25/2020

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 20-07 - AN ORDINANCE TO AMEND ORDINANCE NO. 2017-17 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY AIRPORTS.

**CURRENT STATUS:**

Ordinance No. 2020-07--an Ordinance to Amend Ordinance No. 2017-17 to Authorize the Lease of Hangars and Other Storage Facilities at the Georgetown County Airports.

**POINTS TO CONSIDER:**

Proposed Ordinance 2020-07 has been reviewed by the Georgetown County Public Services Director and Georgetown County Finance Director and is in accordance with Airport Commission approved rate Increases.

**FINANCIAL IMPACT:**

DESCRIPTION	UNITS	MONTHLY RATE (PER UNIT)
Box Hangar A	1	\$295.00
T-Hangar A	10	\$226.00
T-Hangar B	10	\$270.00
T-Hangar C	10	\$314.00
Storage	3	\$130.00
Garages	10	\$130.00
Corporate Hangar 2014	7	Exhibits A & B
Hangar R	1	\$1,500.00
T-Hangar D	10	\$336.00
T-Hangar E (Andrews)	4	\$226.00
T-Hangar (Andrews; Old)	3	\$130
Corporate Hangar 2017	7	Exhibits C & D
Former Maintenance Hangar	1	Exhibits C & D

**OPTIONS:**

- 1) Accept Ordinance No. 2020-07 to amend Ordinance #2017-17 pertaining to the lease of Hangars, including the Corporate Hangars and other Storage Facilities at the Georgetown County Airports, or
- 2) Deny the request.

**STAFF RECOMMENDATIONS:**

Staff recommends that County Council adopt Ordinance No. 20-07.

*NOTE: Ordinance No. 20-07 was introduced at first reading by title only. Therefore a motion to amend will be needed at 2nd reading to incorporate proposed text.*

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▫ ORDINANCE NO. 2020-07	Ordinance

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GEORGETOWN )

**ORDINANCE NO. 2020-07**

**AN ORDINANCE TO AMEND ORDINANCE 2017-17 TO AUTHORIZE THE  
LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE  
GEORGETOWN COUNTY (GGE) AIRPORTS.**

**BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:**

WHEREAS, Georgetown County owns certain real estate situate in Tax District No.1 of Georgetown County known as the Georgetown County Airport (GGE); and Georgetown County owns certain real estate situate in Tax District No.2 of Georgetown County known as the Andrews Airport and identified as the Robert F. Swinnie Airport (PHH) of Andrews,

WHEREAS, the County owns certain hangars and storage facilities within the complex at the Georgetown County Airport System (GGE & PHH); and,

WHEREAS, the County desires to lease these hangars and storage facilities at fair market value; and,

WHEREAS, the County has determined fair market value of monthly rent for each of these facilities, as follows:

<b>DESCRIPTION</b>	<b>UNITS</b>	<b>MONTHLY RATE (PER UNIT)</b>
Box Hangar A	1	\$297.00
T-Hangar A	10	\$226.00
T-Hangar B	10	\$270.00
T-Hangar C	10	\$314.00
Storage	3	\$130.00
Garages	10	\$130.00
Corporate Hangar 2014	7	Exhibits A & B
Hangar R	1	\$1,500.00
T-Hangar D	10	\$336.00
T-Hangar E (Andrews)	4	\$226.00
T-Hangar (Andrews; Old)	3	\$130.00
Corporate Hangar 2017	7	Exhibits C & D
Former Maintenance Hangar	1	Exhibits C & D

WHEREAS, and due to the complexity of the various aircraft that may be stored in the Corporate Hangars, the rates applied will appear in Exhibits A, B, C and D; and,

WHEREAS, the Corporate Hangars (only) may be rented by the day, week or month, when space is available; and,

WHEREAS, the FBO will be responsible for the moving of aircraft in or out of the Corporate Hangars and will be compensated at the rate of \$10.00 per in and out cycle for each aircraft; and,

WHEREAS, annual lease rents are payable in advance on or before the first day of each month without notice; and,

WHEREAS, any rental payment received more than ten (10) days from the date due shall be subject to a late charge of Twenty-five and 00/100 (\$25.00) Dollars, and,

WHEREAS, failure to remit such late charge, the same may be deducted from the security deposit; and,

WHEREAS, the County determines that the security deposit for each of these annual lease facilities shall be equal to the monthly rent, plus One-Hundred Fifty and 00/100 (\$150.00) Dollars; and,

WHEREAS, a lease in form shall be written for each type of hangar and storage facility type and shall contain all conditions and terms with the exception of the name of the lessee; and

WHEREAS, for such times that all hangars and storage facilities are rented a waiting list and standard operating procedure will be written; and,

WHEREAS, County Council has determined that in order to protect the public interest while expediting the approval of leases, the County Administrator will have the discretion to execute leases in the name of the County for hangars and other storage facilities at the airport, so long as the basic conditions and terms as approved herein are met.

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

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.

In the event of any future change in the standard rent rates or lease terms, a thirty (30) days' prior written notice will be given.

This ordinance shall take effect as of the first day of July 2020.

DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_ 2020

---

John Thomas  
Chairman, Georgetown County Council

ATTEST:

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Theresa Floyd  
Clerk to Council

This Ordinance, No. 2020-07, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley P. Bryant  
Georgetown County Attorney

(Seal)

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

Public Hearing \_\_\_\_\_



## Exhibit A

### Rates for “2020” Corporate Hangar - Annual Leases

Effective Date July 1, 2020

<u>Aircraft Category</u>	<u>Per Month</u>
Single Engine, Small	\$294
Single Engine, Medium	\$338
Single Engine, Large	\$460
Twin Engine, Small	\$396
Twin Engine, Medium	\$492
Twin Engine, Large	\$754
Turboprop, Small	\$542
Turboprop, Medium	\$709
Turboprop, Large	\$926
Turbojet, Light	\$672
Turbojet, Small	\$780
Turbojet, Medium	\$1,073
Turbojet, Large	\$1,662
Turbojet, Extra Large	\$2,429
Helicopter, Small Twin-Blade	\$250
Helicopter, Small Multi-Blade	\$332
Helicopter, Medium Twin-Blade	\$384
Helicopter, Medium Multi-Blade	\$498
Helicopter, Large Twin-Blade	\$632
Helicopter, Large Multi-Blade	\$1,789

## Exhibit B

### Rates for “2020” Corporate Hangar - Short Term Lease Rates

Effective Date July 1, 2020

<u>Aircraft Category</u>	Daily Lease Rates	Weekly Lease Rates	Monthly Lease Rates
Single Engine, Light Sport	\$44	\$115	\$288
Single Engine, Small	\$52	\$140	\$352
Single Engine, Medium	\$64	\$173	\$377
Single Engine, Large	\$83	\$242	\$524
 Twin Engine, Small	 \$71	 \$211	 \$413
Twin Engine, Medium	\$83	\$250	\$511
Twin Engine, Large	\$102	\$294	\$786
 Turboprop, Small	 \$108	 \$242	 \$767
Turboprop, Medium	\$121	\$275	\$894
Turboprop, Large	\$140	\$371	\$1,022
 Turbojet, Light	 \$109	 \$242	 \$767
Turbojet, Small	\$121	\$269	\$1,086
Turbojet, Medium	\$146	\$307	\$1,278
Turbojet, Large	\$185	\$402	\$1,918
Turbojet, Extra Large	\$217	\$536	\$2,684
 Helicopter, Small Twin-Blade	 \$44	 \$140	 \$307
Helicopter, Small Multi-Blade	\$64	\$192	\$377
Helicopter, Medium Twin-Blade	\$52	\$154	\$440
Helicopter, Medium Multi-Blade	\$83	\$236	\$530
Helicopter, Large Twin-Blade	\$102	\$300	\$734
Helicopter, Large Multi-Blade	\$128	\$365	\$1,789

## Exhibit C

### Rates for “2020” Corporate Hangar - Annual Leases

Effective Date July 1, 2020

<u>Aircraft Category</u>	<u>Per Month</u>
Single Engine, Small	\$323
Single Engine, Medium	\$372
Single Engine, Large	\$506
Twin Engine, Small	\$436
Twin Engine, Medium	\$541
Twin Engine, Large	\$829
Turboprop, Small	\$597
Turboprop, Medium	\$780
Turboprop, Large	\$1,019
Turbojet, Light	\$739
Turbojet, Small	\$858
Turbojet, Medium	\$1,180
Turbojet, Large	\$1,828
Turbojet, Extra Large	\$2,672
Helicopter, Small Twin-Blade	\$275
Helicopter, Small Multi-Blade	\$366
Helicopter, Medium Twin-Blade	\$422
Helicopter, Medium Multi-Blade	\$548
Helicopter, Large Twin-Blade	\$696
Helicopter, Large Multi-Blade	\$1,968

## Exhibit D

### Rates for “2020” Corporate Hangar - Short Term Lease Rates

Effective Date July 1, 2020

<b><u>Aircraft Category</u></b>	<b>Daily Lease Rates</b>	<b>Weekly Lease Rates</b>	<b>Monthl y Lease Rates</b>
Single Engine, Light Sport	\$49	\$127	\$317
Single Engine, Small	\$57	\$154	\$387
Single Engine, Medium	\$70	\$190	\$414
Single Engine, Large	\$91	\$267	\$577
 Twin Engine, Small	 \$78	 \$232	 \$454
Twin Engine, Medium	\$91	\$275	\$562
Twin Engine, Large	\$112	\$323	\$865
 Turboprop, Small	 \$119	 \$267	 \$843
Turboprop, Medium	\$133	\$302	\$983
Turboprop, Large	\$154	\$408	\$1,125
 Turbojet, Light	 \$120	 \$267	 \$843
Turbojet, Small	\$133	\$296	\$1,195
Turbojet, Medium	\$161	\$338	\$1,406
Turbojet, Large	\$203	\$442	\$2,109
Turbojet, Extra Large	\$239	\$590	\$2,953
 Helicopter, Small Twin-Blade	 \$49	 \$154	 \$338
Helicopter, Small Multi-Blade	\$70	\$211	\$414
Helicopter, Medium Twin-Blade	\$57	\$169	\$484
Helicopter, Medium Multi-Blade	\$91	\$260	\$583
Helicopter, Large Twin-Blade	\$112	\$330	\$808
Helicopter, Large Multi-Blade	\$141	\$401	\$1,968

Item Number: 11.d  
Meeting Date: 2/25/2020  
Item Type: SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 20-08 - AN ORDINANCE TO AMEND AN EXISTING AGREEMENT BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND TOWERCO LLC, PERTAINING TO THE LEASE OF SPACE TOTALING APPROXIMATELY 2,100 SQUARE FEET LOCATED AT MIDWAY FIRE STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER

**CURRENT STATUS:**

Pending

**OPTIONS:**

1. Adopt Ordinance No. 20-08.
2. Do not adopt Ordinance No. 20-08.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption Ordinance No. 20-08.

*NOTE: Ordinance No. 20-08 was introduced by title only, therefore a motion to amend will be required at 2nd reading to incorporate proposed text.*

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No 20-08 Lease Amendment	Ordinance
<input type="checkbox"/> Towerco Lease Agreement	Backup Material
<input type="checkbox"/> Second Amendment to Lease Agreement	Exhibit

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF GEORGETOWN     )

**ORDINANCE NO 20-08**

**AN ORDINANCE TO AUTHORIZE RENEWAL OF THE LEASE OF A 2,100 SQUARE FEET SPACE TO  
TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585  
FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

**WHEREAS**, Georgetown County owns certain real estate located at 112 Beaumont Drive situate in Tax District No. 4, TMS No: 04-0164-004-01-00, in Georgetown County; and

**WHEREAS**, Georgetown County entered into a lease agreement with Towerco 2013 LLC in 2017 for a portion of property totaling approximately 2,100 sq. ft. for the purpose of constructing and maintaining a wireless communications tower. Towerco 2013 LLC is desirous of amending the agreement; 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 amend the existing lease agreement with the Lessee with terms as evidenced in the Second Amendment to the Lease; and

**WHEREAS**, a public hearing on said lease agreement was held \_\_\_\_\_.

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

That Georgetown County authorize the Lease Agreement, and comply with the terms included therein for a 2,100 square feet tract of property located at Station 82, 112 Beaumont Drive, TMS No: 04-0164-004-01-00.

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 24<sup>th</sup> DAY OF MARCH, 2020.**

\_\_\_\_\_  
Chairman, Georgetown County Council

(Seal)

ATTEST:

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Clerk to Council

This Ordinance, No 20-08, 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:



## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between GEORGETOWN COUNTY ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in Pawleys Island, County of Georgetown, State of South Carolina, commonly known as Station 82, 112 Beaumont Drive, Pawleys Island 29585 (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately 2,100 square feet of the Parent Parcel and all access and utility easements if any, (the "Premises") as described in Exhibit "B" annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all zoning, rezoning, licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of Six hundred DOLLARS (\$600) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 17 below. Rent shall be increased on each anniversary of the Commencement Date by one percent (1%) over the Rent payable

during the immediately preceding year. Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand DOLLARS (\$2000).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. At Lessor's option lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease with notice from lessor no less than 60 days prior to termination. Lessor grants Lessee 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 the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a

day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

(e) Lessee shall reserve space on the new tower site for Lessor at an elevation of one hundred fifty feet (150') and one hundred and ten feet (110') above the ground surface or tower foundation as well as space within Lessor's tower site compound equal to sixteen square feet (16') or 4' x 4' ("Lessor's Reserved Space"). Lessor shall utilize Lessor's Reserved Space for Lessor's antennas and radio transmission equipment. Lessor shall be responsible for the acquisition and installation of Lessor's equipment on the tower and shall provide Lessee with equipment specifications prior to Lessee purchasing and constructing the tower site to ensure that the new tower can structurally accommodate Lessor's equipment. Lessor shall only have the right to use the tower space for the equipment loading as provided by Lessor prior to the construction of the tower site.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or (iii) Lessee determines that premise is no longer suitable for its intended use.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvement excepting Lessor's defined reserved space, provided that the Rent shall be increased by One Hundred Fifty and 00/100 Dollars (\$150.00) per month ("Additional Rent") per each additional sublease or license agreement entered into between Lessee and a third party wireless provider ("Co-Locator"). Verizon Wireless, including any of its affiliates or subsidiaries, shall not be considered a Co-Locator for the purposes of this Paragraph ("Anchor Tenant"). The Additional Rent described herein shall be considered Rent and subject to any increases or escalations provided in the Agreements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any property taxes assessed on the Improvements. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor and removing all of the above ground improvements.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable South Carolina condemnation law will apply in the event of a condemnation.

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a

combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall reimburse Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions existed prior to or at the time of the execution of this Lease.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to reimburse Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee with adequate evidence the environmental matter was not caused by the Lessee's use or occupancy of the Parent Parcel and/or easement

and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Georgetown County Administrator  
Georgetown County  
716 Prince Street  
Georgetown, SC 29440

If to Lessee, to:

TowerCo 2013 LLC  
5000 Valleystone Drive, Suite 200  
Cary, North Carolina 27519  
Attn: Property Management  
Site ID #: SC0239

18. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises; and (iv) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party, and (v) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the



obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

19. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

20. Assignment. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). Said Mortgage shall not include the real property of the Parent Parcel. Lessee acknowledges that no liens shall be legally attached to publicly owned property in the State of South Carolina. If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees or sublessees.

24. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall be liable for claims arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

25. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state of South Carolina in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the Georgetown County registrar of deeds.

(i) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(k) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises.

(l) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

**LESSOR:**

**Georgetown County**

By: [Signature]  
Name: Sei Hemingway  
Title: County Administrator  
Date: March 23, 2017

State of South Carolina

County of Georgetown

Before me, Theresa E. Floyd the undersigned, a Notary Public for the State of South Carolina, personally appeared Sei Hemingway, who is the Administrator of Georgetown County a Body Politic, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 23 day of March, 2017

Signature [Signature]

NOTARY SEAL

My commission expires: 4-13-19

**LESSEE:**

**TOWERCO 2013 LLC, a Delaware limited liability company**

By: Daniel Hunt  
Name: Daniel Hunt  
Title: VP & CFO  
Date: 3/29/17

State of North Carolina

County of Wake

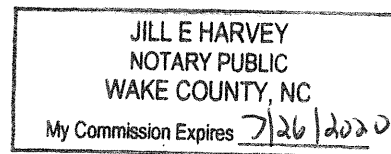
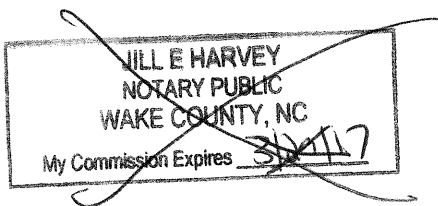
Before me, Jill E. Harvey the undersigned, a Notary Public for the State, personally appeared Daniel Hunt who is the VP & CFO of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this 29th day of March, 2017

Signature Jill E. Harvey

NOTARY SEAL

My commission expires: 3/29/17



**EXHIBIT “A”**

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

## **EXHIBIT “B”**

### **DESCRIPTION OR DEPICTION OF PREMISES**

An approximately \_50\_\_\_\_\_’ x \_42\_\_\_\_’ tract of land, or approximately 2100 square feet, together with easements for ingress, egress and utilities described or depicted as follows:

**Note:** At Lessee’s option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor’s property as required by the applicable governmental authorities.
2. The access road’s width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.





[illegible]

BEGINNING AT A 3/4" OPEN TOP PIPE ON THE PUBLIC RIGHT OF WAY OF BEAUMONT DRIVE AND ALSO THE RIGHT OF WAY OF SCPSA TRANSMISSION LINE BEING THE SOUTHWESTERN CORNER TPN 04-0164-004-00-00 WITH STATE PLANE COORDINATES US989693.2098 E25602625.3145, THENCE N2818°02'W FOR A DISTANCE OF 87.95, A POINT ON THE RIGHT OF WAY OF SAID ROAD, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 113.87 AND A RADIUS OF 987.00 WITH A CORD BEARING OF N2439°44'W WITH A DISTANCE OF 113.81 TO A POINT ON THE RIGHT OF WAY OF SAID ROAD, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 160.18 FOR A DISTANCE OF 160.18 TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 80.15 WITH A RADIUS OF 55.00 WITH A CORD BEARING OF S6133°23'E AND A DISTANCE OF 73.24 TO A POINT, THENCE S6951°20'W FOR A DISTANCE OF 20.00 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE LEASE AREA, THENCE S2402°50'E FOR A DISTANCE OF 6.59 TO A POINT, THENCE S6813°25'W FOR A DISTANCE OF 43.37 TO A POINT, THENCE H4537°36'W FOR A DISTANCE OF 19.10 TO A POINT, THENCE N7277°38'E FOR A DISTANCE OF 27.19 TO A POINT, THENCE N2034°57'W FOR A DISTANCE OF 30.63 TO A POINT, THENCE N2034°57'W FOR A DISTANCE OF 47.06 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE LEASE AREA CONTAINING 2.100 SQRT/0.0468 AC.

BEGINNING AT A 3/4" OPEN TOP PIPE ON THE PUBLIC RIGHT OF WAY OF SCPSA TRANSMISSION LINE BEING THE SOUTHWESTERN CORNER TPN 04-0184-004-00-00 WITH STATE PLANE COORDINATES USH8983.2088 E 2568263.5145, THENCE N28°16'02"W FOR A DISTANCE OF 87.95 TO A POINT ON THE RIGHT OF WAY OF SAID ROAD, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 113.87 AND A RADIUS OF 987.00 WITH A CHORD BEARING OF N24°39'44"W WITH A DISTANCE OF 113.87, TO A POINT ON THE RIGHT OF WAY OF SAID ROAD, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 133.35 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE 10' UTILITY EASEMENT, THENCE N32°08'51"W FOR A DISTANCE OF 25.45 TO A POINT, THENCE S52°08'51"E FOR A DISTANCE OF 22.55 TO A POINT, THENCE S72°27'38"W FOR A DISTANCE OF 12.15 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE 10' UTILITY EASEMENT, THENCE N40°50'00"E FOR A DISTANCE OF 240.5877/0.008 AC. CONTAINING 240.5877/0.008 AC.

**NOTES:**

- 1) THIS EXHIBIT REPRESENTS THE LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENTS ONLY AND IS NOT INTENDED FOR ANY OTHER USE.
- 2) ALL BEARINGS ARE SOUTH CAROLINA STATE GRID. ALL COORDINATES ARE NAD 83 AND ALL ELEVATIONS ARE NAVD 88.
- 3) TAX MAP PARCEL NO. 04-0164-004-01-00
- 4) RATIO OF PRECISION = 1/10,000.
- 5) AREA BY COORDINATE METHOD.
- 6) THE LOCATIONS OF ANY UNDERGROUND UTILITIES IF SHOWN ARE BASED ON PAINTED MARKINGS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE.
- 7) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREIN.
- 8) PROPERTY IS CURRENTLY ZONED PUD AND IS TO BE REZONED TO FA

THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY BY RONALD PLATNER, PROPERTY LINES WERE TAKEN FROM EXISTING FIELD EVIDENCE. EXISTING DEEDS AND PLATS OF PUBLIC RECORD WERE USED TO VERIFY THE INFORMATION PROVIDED TO THE SURVEYOR BY THE OWNER OR CLIENT.

**LEASE SITE AND ACCESS, UTILITY, & MAINTENANCE EASEMENT EXHIBIT**

TOWERCO

SITE INFORMATION:  
COUNTY ROAD  
TOWER SITE  
SITE ID#: SC0239  
112 BEAUMONT DR  
PAWLEYS ISLAND, GEORGETOWN COUNTY, SC

RONALD D PLATNER, PLS  
1 WISE FERRY COURT  
LEXINGTON, S.C. 29072  
TELE. (803) 315-1238

SCALE: 0' 20' 40' 80'

1" = 40'



DRAWING NAME COUNTYRD.DWG	DATE MARCH 15, 2017	SHEET NO.  C2
PROJECT NO. PAWLEYS ISLAND	FIELD BOOK NO. (SEE FILE)	

1. REF PLAT FOR PROPOSED MIDWAY FIRE DEPT SITE FOR GEORGETOWN COUNTY BY SUR-TEC, INC. DATED SEPT 29, 1992 RECORDED IN PLAT SLIDE 112 PAGE 6B.
2. REF PLAT FOR FME PROPERTIES BY LUCKEY SANDERS, PLS DATED MAY 16, 2004 RECORDED IN PLAT SLIDE 514 PAGE 219

CH. LNK. FENCE	-O-	GROUND ROD	+
B. WIRE FENCE	-X-	PROP. CORNER	⊙
POWER LINE	-P-	POWER POLE	⊙
TELE. LINE	-T-	PP W/ G. WIRE	⊙
SIGN	-A-	LIGHT POLE	⊙
FIRE HYDRANT	⊙	BM OR GPS PT	⊙
VALVE BOX SEWER	⊙	ELEC. RACK	⊙
WATER METER	⊙	ICE BRIDGE	⊙
TELE. BOX	⊙	CONC. PAD	⊙
S.S. MH LIFT STA	⊙	EQUIP. PAD	⊙
CATV BOX	⊙	POWER BOX	⊙

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE CALCULATED BOUNDARY LINES OF THE LEASE SITE AND EASEMENT SHOWN HEREIN ARE EQUIVALENT TO THE CLASS "B" ACCURACY REQUIREMENTS AS SPECIFIED IN THE "MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA."

Ronald D. Platner  
RONALD D. PLATNER, P.L.S. NO. 16819



## SECOND AMENDMENT TO GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT ("Second Amendment") is entered into as of the later of the signature dates below by and between GEORGETOWN COUNTY, a South Carolina municipal corporation ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

### RECITALS

A. Lessor and Lessee are parties to that certain Ground Lease Agreement dated March 29, 2017, as amended by that certain First Amendment to Ground Lease Agreement dated May 16, 2017 (as amended, the "Lease"), for the Premises, which is a portion of the Parent Parcel located in the County of Georgetown, State of South Carolina, as more particularly described in the Lease.

B. Lessor and Lessee desire to amend Paragraph 3 of the Lease regarding the commencement of the Term, all in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

1. **Term.** Paragraph 3 of the Lease is amended by deleting it in its entirety and replacing it with the following:

"3. **Term.** The term of this Lease shall be five (5) years commencing on the earlier of (i) the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)); or (ii) the fourth anniversary of the Effective Date (the earlier date being the "Commencement Date") and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8."

2. **Lease in Full Force.** Except as expressly amended hereby, all terms and conditions of the Lease shall remain in full force and effect, and, in the event of any inconsistencies between this Second Amendment and the terms of the Lease, the terms set forth in this Second Amendment shall govern and control. The covenants, representations and conditions in the Lease are mutual and dependent.

3. **Counterparts.** This Second Amendment may be executed in one or more counterparts which shall be construed together as one document.

4. **Defined Terms.** Unless otherwise defined, all defined terms used in this Second Amendment shall have the meanings ascribed to them under the Lease.

5. **Successors and Assigns.** Upon full execution by Lessee and Lessor, this Second Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties and

their respective successors, assigns, receivers and trustees; and (ii) may be modified or amended only by a written agreement executed by each of the parties.

6. ***Non-Binding Until Fully Executed.*** This Second Amendment is for discussion purposes only and does not constitute a formal offer by either party. This Second Amendment is not and will not be binding on either party until and unless it is fully executed by both parties.

7. ***Recitals.*** The recitals at the beginning of this Second Amendment are incorporated in and made a part of this Second Amendment.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the later of the signature dates below.

**LESSOR:**

GEORGETOWN COUNTY, a South  
Carolina municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:**

TOWERCO 2013 LLC, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: Mike Smith  
Title: CFO  
Date: \_\_\_\_\_

**Item Number:** 12.a  
**Meeting Date:** 2/25/2020  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 20-09 - APPROVING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.

**CURRENT STATUS:**

First Reading By Title

**POINTS TO CONSIDER:**

At the request of the City of Georgetown, this Tax Increment Financing Agreement and Ordinance (SC State Code 3-6-10, et. seq.) is proposed authorizing the execution of the agreement to be entered into between the City and Georgetown County effective July 1, 2020.

The term of this agreement, pursuant to statute, can be no more than 40 years and authorizes the City of Georgetown, utilizing its redevelopment plan for the identified blighted and under-served area within City limits, to issue bonds and pursue public redevelopment and infrastructure projects within the identified area.

The County, whose consent is required by statute, authorizes the City to deposit any incremental increase in tax revenue that may occur on real property within the identified area into a special tax fund whereby the City can expend the revenue on publicly owned redevelopment projects and infrastructure and associated debt service for those projects.

Further, the City will prepare and submit an annual report no later than January 31 of each year providing a financial accounting of all funds collected. The incremental increase in tax (or TIF revenue) is the amount resulting from the difference between existing property assessments in the district and the potential/subsequent increase in the same property assessments resulting from higher appraised values during and after the area is redeveloped.

This agreement identifies a millage cap for calculating the TIF Revenue and ensures any other County tax attributable to "excess" millage for the identified area is protected and not a part of the TIF revenue calculation.

Administration, Finance, and Legal Counsel have reviewed the documents and approve as to form and intent.

**Item Number:** 12.b  
**Meeting Date:** 2/25/2020  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-10 - 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.

**CURRENT STATUS:**

First Reading Introduction of Ordinance by Title Only



**Item Number:** 15.a  
**Meeting Date:** 2/25/2020  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Horry-Georgetown Technical College, 2020 Update - President Marilyn Fore

**Item Number:** 15.b  
**Meeting Date:** 2/25/2020  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDER CONSIDERATION:**

Georgetown County Public Services Department recently underwent a 18-month process in preparation for re-accreditation by the American Public Works Association (APWA). On January 28, 2020, Mr. Ray C. Funnye was notified of the action of the APWA Accreditation Council of the award of Full Re-Accreditation to the Public Services Department of Georgetown County,

In honor of the achievement of passing this rigorous, agency-wide examination, Mr. William E. "Bill" Spearman III, PE, current President of the APWA, will present the official re-accreditation award.

**CURRENT STATUS:**

Please see attached official award letter from the APWA.

**POINTS TO CONSIDER:**

With leadership by APWA Re-Accreditation Chairperson and Georgetown County Stormwater Manager Ms. Tracy Jones, the following committee met weekly for a period of 18 months to review and prepare standard operating procedure documents in accordance with current APWA standards:

- Cassandra Coleman, Administrative Assistant, CP/E and Facilities Divisions
- Chris Hancock, Senior Compliance Inspector, Stormwater
- Kevin Stimpson, Traffic Control Specialist, Public Works
- Janet Combs, Administrative Assistant, Public Services
- James Coley, CP/E Project Planner
- Michelle LaRocco, Manager, Environmental Division

Further, Stephen Williams, Public Works Manager/GIS Specialist, independently developed the Asset Management Chapter of the APWA requirements.

**FINANCIAL IMPACT:**

As an accredited agency with the APWA, Georgetown County Public Services is recognized for its professionalism and high standards of conduct and service. The APWA examiners further lauded Georgetown County for three noteworthy "Best Practices:"

- 1) The development of our comprehensive Safety Manual (Michelle LaRocco)
- 2) The development of our county-wide Asset Management System (Steve Williams); and
- 3) Our policy of Managers going over proper Personal Protective Equipment (PPE) usage annually with staff (Michelle LaRocco) .

Only five such agencies in South Carolina are accredited by this esteemed national organization, and Georgetown was among the first to be accredited in 2011.

The accreditation standardizes efficient modes of operation throughout county departments, thus reducing operating costs.

**OPTIONS:**

N/A

**STAFF RECOMMENDATIONS:**

Thank you for the opportunity to publicly recognize this important achievement.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Official APWA Re-Accreditation Award Letter	Backup Material



AMERICAN PUBLIC WORKS ASSOCIATION

Your Comprehensive  
Public Works Resource

www.apwa.net

1200 Main Street, Suite 1400  
Kansas City, MO 64105-2100  
816-472-6100 800-848-APWA  
fax 816-472-1610

1275 K Street NW, Suite 750  
Washington, DC 20005-4083  
202-408-9541  
fax 202-408-9542

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Olympia, WA

**EXECUTIVE DIRECTOR**

Scott D. Grayson, CAE

January 28, 2020

Mr. Ray Funnye  
Director of Public Services  
108 Screven Street  
Georgetown, SC 29440

Dear Mr. Funnye,

It is with great pleasure we inform you of the action of the APWA Accreditation Council to award Full Re-Accreditation to your agency for the ensuing four-year period effective October 12, 2019.

Congratulations to you, Accreditation Manager Tracy Jones, and each member of your agency for the excellent work in completing the Accreditation process.

We trust you have found great benefits from working through the Accreditation process and that each member of your department will continue to feel a sense of pride at having achieved and maintained this distinction.

Your final site visit results and updated date plates for your accreditation plaques are being forwarded to Ms. Jones and we will follow up with him on closeout items for the visit.

Once again, congratulations on a job well done.

Sincerely,

Becky Stein  
Director of Education & Credentialing

Encl. Accreditation Agency decals

CC: Tracy Jones, P.E., Accreditation Manager

only  
cc: Tracy  
Ray



Item Number: 15.c  
Meeting Date: 2/25/2020  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Human Resources

**ISSUE UNDER CONSIDERATION:**

Addition of four new SRO positions in the Sheriff's Department. These positions are funded by the State through a recent appropriation of the General Assembly, and will serve in four elementary schools in the County

**CURRENT STATUS:**

These positions did not exist prior to the appropriation.

**POINTS TO CONSIDER:**

- The state is funding these positions.
- It is not grant funding.
- The positions have been prefunded for the remainder of this fiscal year.

**FINANCIAL IMPACT:**

These positions are funded by the State, so there is no financial impact.

**OPTIONS:**

Council can either approve or deny the positions.

**STAFF RECOMMENDATIONS:**

Staff recommends approval.

**ATTACHMENTS:**

Description	Type
▣ SRO Funding	Backup Material

## **Frequently Asked Questions School Resource Officers Funding September 2019**

The South Carolina General Assembly has appropriated approximately \$12 million to the South Carolina Department of Education (SCDE) for 2019–20 to support Proviso 1.86. (SDE: School Safety Program). According to the proviso,

Funds appropriated for the School Safety Program and School Resource Officers shall be utilized by the department for the purpose of hiring certified law enforcement officers to serve as a school resource officer for school districts that otherwise would lack the adequate resources to hire their own school resource officers. In making determinations of eligibility the department shall use the most recent index of taxpaying ability as the district's indicator of ability to pay, with districts of the lowest index of taxpaying ability receiving priority consideration. Districts must apply for funding through the department and no districts shall receive an award of more than four certified school resource officer positions. In making awards the department shall provide funding directly to the local law enforcement agency to pay for the cost of the law enforcement officer that will serve as a full-time school resource officer.

S. C. Code of Laws Section 5-7-12. (School resource officers; procedures for certain arrests; jurisdiction; employment rights.)

A "school resource officer" is defined as a person who is a sworn law enforcement officer pursuant to the requirements of any jurisdiction of this State, who has completed the basic course of instruction for School Resource Officers as provided or recognized by the National Association of School Resource Officers or the South Carolina Criminal Justice Academy, and who is assigned to one or more school districts within this State to have as a primary duty the responsibility to act as a law enforcement officer, advisor, and teacher for that school district.

**Q1. Can the SRO funds be used to place resource officers in schools that currently have full-time resource officers?**

A1. In that SRO funds were appropriated to increase the number of schools in each district that have full-time SROs, funds must first be used to hire resource officers to serve in schools (primary, elementary, middle, intermediate, junior high or high) that do not have full-time officers. NOTE: If state funds were allocated in 2018-19 for the hiring of an SRO, state funds will continue to be provided in 2019-20.

**Q2. Does the number of SROs for our district for 2019-20 include the SRO funded by the SCDE last year?**

A2. Yes. The total number of SROs indicated for your district includes the one—if any—funded in 2018-19.

**Q3. Are these recurring funds?**

A3. Yes.

**Q4. Can the funds be sent directly to the district?**

A4. No. In accordance with the proviso, funds must be sent to the appropriate law enforcement agencies.

**Q5. Does the district have to use the law enforcement agency named in the SRO letter sent to superintendents?**

A5. No. The law enforcement agency named in the letter was the one submitted to the SCDE for 2018-19. Based on the location of the school in which the SRO will serve, the law enforcement agency that will hire the SRO could change. If multiple schools will be served by SROs from multiple law enforcement agencies, that information should be included in the [2019 SRO Disbursement Request](#) online application. A copy of the W-9 for each law enforcement agency that will receive funds to serve as the hiring agency for an SRO must be uploaded.

## **Frequently Asked Questions School Resource Officers Funding September 2019**

**Q6. When will the funds be sent to the law enforcement agencies?**

A6. Funds will be disbursed after each SRO has been hired and assigned to a specific school and the [2019 SRO Disbursement Request](#) is completed and submitted electronically. Districts for which funds have been allocated for more than one SRO may submit more than one form. DO NOT wait until all funded positions have been filled.

**Q7. How long after the form is completed will the funds be sent to the law enforcement agency?**

A7. Usually, the payment will be sent to the law enforcement agency within 7-10 business days.

**Q8. Will the payment be sent in a “lump” sum or quarterly?**

A8. Payments for salary and benefits for each SRO will be sent as a one-time “lump” sum payment after the [2019 SRO Disbursement Request](#) has been completed and submitted.

**Q9. If the SRO is not hired until January 2020 or after, will the payment be prorated to reflect the actual number of months employed?**

A9. Yes. Because the funds may only be used for salary and benefits, the payment will be prorated based on the actual number of months the SRO will be employed.

**Q10. Can the funds be used for SRO equipment?**

A10. No. Funds may only be used for salaries and benefits.

**Q11. Can the funds be used for private security officers?**

A11. No. Funds must be used for the salaries and benefits of school resource officers as defined in Section 5-7-12 of the S. C. Code of Laws.

**Q12. How much will be allocated for each SRO?**

A.12 The amount allocated for each SRO is based on the combined total of salary and benefits per SRO as submitted to the SCDE in 2018-19 by district representatives in collaboration with their respective local law enforcement agencies.

**Q13. If the law enforcement agency is in the process of hiring and training SROs but the process is not completed by January 3, 2020, will the funds be allocated to another district?**

A13. No. If the law enforcement agency is not able to complete the hiring and training process by January 3, 2020, but assures the SCDE that the process will be completed prior to the beginning of the next academic year, 2020-21, the funds will be “reserved” for the law enforcement agency to be used for the hiring of a full-time SRO for the identified district.

**Q14. If a district does not need or desire additional SROs—for whatever reason—can that district decline the funding?**

A14. Yes. Districts that wish to decline the funding should notify Dr. Sabrina Moore at [smoore@ed.sc.gov](mailto:smoore@ed.sc.gov).

**Q15. Who should complete the [2019 SRO Disbursement Request](#), a representative from the law enforcement agency or the school district?**

A15. The disbursement request may be completed by either representative. However, both representatives should be aware of the information that is submitted to ensure accuracy.

**Q16. Who should I contact to find out the amount that was submitted to the SCDE to be allocated per SRO for my district?**

A16. Contact Dr. Moore at [smoore@ed.sc.gov](mailto:smoore@ed.sc.gov) or 803-734-8433.



**Item Number:** 15.d  
**Meeting Date:** 2/25/2020  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**  
Capital Project Sales Tax Commission - Appointments

Item Number: 15.e  
Meeting Date: 2/25/2020  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Option and Purchase Agreement - 50 acre portion of Penny Royal Site

**POINTS TO CONSIDER:**

Consideration of entering into an option to purchase agreement with a potential purchaser of property consisting of approximately 50 acres, located in Georgetown County, South Carolina, and more particularly described as a portion of the Penny Royal Tract.

**OPTIONS:**

1. Authorize entering into option and purchase agreement.
2. Do not authorize proposed agreement.

**STAFF RECOMMENDATIONS:**

Authorize entering into option and purchase agreement.

**ATTACHMENTS:**

Description	Type
▣ Option and Purchase Agreement	Backup Material

**STATE OF SOUTH CAROLINA                    )**  
**)**  
**COUNTY OF GEORGETOWN                    )**

**OPTION AND PURCHASE**  
**AGREEMENT**

**THIS OPTION AND PURCHASE AGREEMENT** (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between Georgetown County with an address of 716 Prince Street, Georgetown, SC 29440, Attn: County Administrator (“Seller”), and GM Agent, LLC, as agent for an undisclosed principal (“Purchaser”) with an address of 1201 Main Street, Suite 2200, Columbia, SC 29201. The Effective Date shall be the date of the last party to execute this Agreement.

In consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Option. Seller hereby grants Purchaser the option to purchase (the “Option”), upon the terms and conditions hereinafter set forth, that certain parcel of land , together with any improvements thereon, consisting of approximately 50 acres, located in Georgetown County, South Carolina, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”). In the event Purchaser exercises the Option for all of the Property, Purchaser will obtain, at Purchaser’s expense, a new survey to determine the Property to be acquired (the “Survey”) and, in such case, the Survey shall be utilized for defining the boundaries and useable acreage of the Property to be purchased. Useable Acreage shall not include jurisdictional wetlands or other areas upon which improvements cannot be constructed (“Useable Acreage”).

2. Purchase Price. The purchase price for the Property (the “Purchase Price”) is \$14,000 per acre of Useable Acreage if the Option is exercised within three (3) years of the Effective Date. Starting in year 4 and up to the end of year 6, the Purchase Price shall be \$20,000 per acre of Useable Acreage. The amount of Useable Acreage shall be based upon the delineations set forth in the Survey.

3. **Option Price and Option Period.** The Option Price shall be payable as follows:

(a) Within thirty (30) days after the Effective Date hereof, Purchaser shall pay Seller a refundable option payment of twenty thousand dollars (\$20,000). The \$20,000 paid in the first year shall be refundable if the Property is not purchased by Purchaser in the first year. After the end of the first year, this payment shall become non-refundable unless the Agreement has been terminated. Upon payment of such sum, the period in which Purchaser may exercise this Option shall expire three (3) years from the Effective Date (the "Option Period"); provided however, unless sooner terminated, Purchaser shall pay Seller a non-refundable option payment of thirty thousand dollars (\$30,000) within 30 days after the end of the first year of the Option Period and Purchaser shall pay Seller a non-refundable option payment of fifty thousand dollars (\$50,000) within 30 days after the end of the second year of the Option Period (together with the initial option payment,

these payments shall be referred to as the "Option Payments"). If Purchaser fails to make such payments, the Seller may terminate this Agreement.

(b) Purchaser shall have the further right to extend the Option Period for three (3) additional terms of one (1) year for a maximum of three (3) additional years (the "Additional Option Periods"). Each Additional Option Period shall consist of one (1) year. For each Additional Option Period, Purchaser shall pay Seller a non-refundable option payment of fifty thousand dollars (\$50,000) (the "Additional Option Payment"). Purchaser shall notify Seller at least thirty (30) days prior to the end of the Option Period or Additional Option Period, as the case may be, of its intent to extend the Option Period.

(c) All Option Payments and any Additional Option Payments shall be credited toward the Purchase Price.

(d) If Purchaser exercises the Option pursuant to paragraph 4 below, Purchaser shall pay to Seller as earnest money, at the time the Option is exercised, a non-refundable payment of One Hundred Dollars (\$100.00) (the "Earnest Money").

(e) At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, less the Earnest Money, less the Option Payments and the Additional Option Payment(s), if any, by cashier's check or bank wire of immediately available funds.

4. Exercise of Option. The Option may be exercised by Purchaser for the Property only upon written notice from Purchaser to Seller of Purchaser's election to exercise the Option for the Property on or before 5:00 pm of the last day of the Option Period, unless the Option Period is extended as provided herein. In such event, the Option must be exercised on or before 5:00 p.m. of the last day of the applicable Additional Option Period. If Purchaser does not exercise the Option by such date and time, the Option shall automatically expire and Purchaser shall have no right to purchase the Property.

5. Closing. In the event Purchaser exercises the Option, the closing (the "Closing") shall be held on a date agreed by Purchaser and Seller, but not later than 60 days following exercise of the Option. Closing shall take place at such location as the parties may mutually agree.

6. Deed. At Closing, Seller shall deliver good and marketable title to the Property to Purchaser by a limited warranty deed upon payment of the Purchase Price hereinabove. The deed shall be in proper form for recording and shall be duly executed and acknowledged. The title to the Property shall be subject to the lien for current year property taxes, if any, and the Permitted Exceptions (as defined below). The Deed shall also contain an easement for access in the event the Property to be purchased by Purchaser requires access across Seller's retained land for the development of the Property by Purchaser. Seller shall also execute and deliver to Purchaser at Closing the following:

(a) Settlement Statement. A settlement statement reflecting disbursement of the Purchase Price in accordance with this Agreement.

(b) **No Lien Affidavit.** An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.

(c) **Owner's Affidavit.** An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no tenants or others claiming interests in the Property.

(d) **Residency Certificate.** Certificates, certifying under oath, that the Seller is not a "non-resident" within the meaning of S.C. Code § 12-8-580 nor a "foreign person" as defined in Section 1445 of the U.S. Internal Revenue Code. In the event Seller fails to deliver the certificates referred to above or fails to provide evidence suitable to Purchaser of exemption from the S.C. and IRS Code Sections referenced above then Purchaser shall deduct and withhold from the cash portion of the purchase price the amounts required by said Code Sections and remit said amounts with the required forms to the Internal Revenue Service and the South Carolina Department of Revenue and Purchaser shall receive a credit against the cash portion of the purchase price for the amounts so withheld.

(e) **Evidence of Seller's Capacity and Authority for the Closing of this transaction** reasonably acceptable to Purchaser and Purchaser's title insurance company.

(f) **Other Documents.** Other seller's closing document as reasonably required by Purchaser's title insurance company or as customarily required for South Carolina real estate closings, consistent with the terms of this Agreement.

7. **Closing Costs, Taxes and Assessments.** Each of the parties shall pay its own attorney's fees and other expenses arising from this transaction. Seller shall pay for preparation of the deed. Seller shall pay all documentary stamp taxes and state, county and local transfer fees of every nature, whether or not the applicable ordinance specifies the purchaser as the responsible payor. Seller shall pay all rollback taxes (if any). As of the date of Closing, *ad valorem* taxes for the year of Closing, and any special or general assessments, shall be prorated on a calendar year basis.

8. **Permitted Exceptions.** On or before the expiration of the Option Period or Additional Option Period, as the case may be, Purchaser shall perform, at its expense, such title examinations and property surveys as it deems necessary or desirable and will deliver to Seller a copy of the results of such examinations and surveys. Purchaser shall provide Seller with written notice of any objections to matters of survey or title (an "Objection") on or before the end of the Option Period. Purchaser shall object only to matters of title or survey as to which Purchaser has a good faith belief will adversely affect the proposed use of the Property by Purchaser or the marketability of the Property. Seller shall have the right to cure any such objections before the date of Closing. All matters of title and survey as to which Purchaser does not object in

accordance with this paragraph, or as to which Purchaser waives Objection in accordance with this paragraph, are referred to collectively herein as the "Permitted Exceptions".

9. Inspections and Tests. After the date hereof, Purchaser, its agents and/or third parties interested in acquiring all of the Property through Purchaser may enter upon the Property for the purpose of conducting inspections, tests, surveys and examinations of the Property in such manner and to such extent as Purchaser shall deem desirable, Seller acknowledges that such tests shall include soil borings and other invasive examinations. Purchaser shall restore the Property in a reasonable manner upon completion of such tests. Purchaser shall indemnify and hold Seller harmless against any claim for damages to person or property resulting from the actions of Purchaser or its agents on the Property. Seller agrees, within ten (10) days after execution of this Agreement, to provide to Purchaser a copy of (i) any phase I or other environmental report of which it has knowledge; (ii) any geotechnical reports regarding the Property; (iii) any endangered species surveys regarding the Property; (iv) any title policy pertaining to the tract of which the Property is a part; (v) any wetlands determinations; (vi) any archeological surveys; and (vii) any topographical or boundary surveys, in each case within its possession. Purchaser acknowledges that Seller is providing such reports to Purchaser without warranty or representation as to the accuracy or completeness of the information contained therein, which shall be Purchaser's responsibility to verify to the extent it deems necessary or desirable.

10. Zoning and Permitting. Prior to exercising the Option, Purchaser may be required to apply for zoning, land use or other permits affecting the Property to enable Purchaser to construct improvements thereon. Prior to submission, Purchaser shall notify Seller of such filings. Seller hereby consents to any reasonable filings requested by Purchaser.

11. Covenants of Seller. Between the date hereof and the date of Closing, Seller covenants to Purchaser as follows:

(a) Seller shall not cause or permit the dumping of any waste material on the Property or, (except as provided in Section 13 below), take any action which would adversely affect the value or title to the Property or Purchaser's intended use of the Property during the time the Option is in effect.

(b) Seller will not materially alter the Property;

(c) During the time the Option is in effect, Seller shall not sell, lease, alienate, mortgage or subject the Property to any additional covenant, easement, restriction or encumbrance unless consented to in advance in writing by Purchaser.

(d) During the time the Option is in effect, Seller shall not undertake or consent to any action of any kind, whether directly or indirectly, to change or alter the zoning classification other than as approved in advance in writing by Purchaser.

12. Timber. Purchaser acknowledges that Seller desires to manage and harvest timber on all of the Property. In that regard, Seller shall have the right to harvest the timber on the Property prior to transfer of title. Prior to such harvesting, Purchaser shall have the right to

identify any "tree save areas" on the Property. Such "tree save areas" shall not exceed 10% of the harvestable timber on the Property.

13. Warranties and Representations. Seller warrants and represents to Purchaser that, to the best of Seller's knowledge:

(a) No person, firm or entity has any rights in or rights to acquire all or any part of the Property and there is no outstanding agreement to sell all or any part of the Property, to any other person, firm, or entity.

(b) Seller has no knowledge of any pending, threatened or contemplated condemnation proceedings affecting the Property.

(c) No portion of the Property has ever been used as a landfill or as a dump to receive garbage, refuse, waste, or fill material whether or not hazardous, and there are and have been no Hazardous Substances (as hereinafter defined) stored, handled, installed or disposed in, on or about the Property or any other location with the vicinity of the Property. As used in this agreement, the term "Hazardous Substances" means such materials, waste, contaminants, or other substances defined as toxic, dangerous to health or otherwise hazardous by cumulative reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 USC § 6901 et. seq. ("RCLA"); (ii) the Hazardous Materials Transportation Act, 49 USC § 1801, et. seq.; (iii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC § 9601 et. seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the Property is located, and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency or other administrative, regulatory or judicial body.

(d) Seller has full power and authority to enter into and perform its obligations under this Agreement.

(e) The performance of Seller's obligations under this Agreement will not constitute a default under any agreement, order, judgment, or instrument to which Seller is subject or by which it may be bound.

14. Remedies. Except as set forth in Section 3(a), if Purchaser defaults on any of its obligations under this Agreement, Seller shall retain the Option Payment, Additional Option Payments (if any) and Earnest Money as liquidated damages, each party agreeing that the Option Payment, Additional Option Payments (if any) together with the Earnest Money are an adequate determination of Seller's damages, and Seller shall have no other remedies. If Seller defaults on any of its obligations under this Agreement, the Purchaser may terminate this Agreement and receive a refund of the Option Payment, Additional Option Payments (if any) and Earnest Money or seek specific performance of this Agreement. Purchaser shall not be entitled to notice of default in the event its default consists of failure to close on the purchase of the Property on or before the required Closing Date. Otherwise, in the event either party believes the other party to be in default, before exercising its remedies hereunder, such party shall give the other party written notice and ten (10) days in which to cure such default.

15. Recording. The parties agree not to record this Agreement, but will instead record the Short Form Option Agreement set forth at Exhibit B.

16. Intended Use. Purchaser agrees that the Property will be utilized for one of the following intended uses ("Intended Use"):

1. Automotive Manufacturing
2. Aerospace Manufacturing
3. General Assembly
4. Advanced Manufacturing
5. Metal Forming and Fabrication
6. Metal Tooling and Dye
7. Power Generating Facility (fueled by a form of natural gas)
8. Industrial Services
9. Marine Industrial
10. Boat Manufacturing

Any other use of the Property shall require the consent of Seller.

17. Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. As long as the Property will be utilized for an Intended Use, any assignment by Purchaser shall require the consent of Seller, but such consent not to be unreasonably withheld. Seller acknowledges that Purchaser, or its assignee, intends to market this property to a third party. If the Property shall be utilized for a use other than an Intended Use, any assignment shall be subject to the approval of Seller in its sole discretion. Seller agrees to act upon any request for such consent expeditiously and to notify Purchaser immediately thereafter of its approval or disapproval as the case may be.

18. Easements and Rights-of-Way. Seller will convey to Purchaser any and all right, title and interest which Seller has in and to land underlying any roads adjacent to or crossing the Property and all right, title and interest of Seller in and to any easements or rights-of-way adjacent to or benefitting the Property.

19. Entire Agreement. It is understood and agreed that this Agreement constitutes the entire agreement of the parties, all prior or contemporaneous agreements and representations, whether oral or written, being merged herein and superseded hereby, and neither party shall rely upon any statement or representation made by the other not embodied in this Agreement. The covenants and warranties contained herein shall survive the Closing.

20. Modification. This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by Seller and Purchaser.

21. Possession. Possession of the Property will be delivered at Closing.

22. Severability. In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public



policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect; provided, however, that if such provision embodies a condition of Purchaser's obligation to close, Purchaser may at its option terminate this Agreement and receive a refund of all Earnest Money and any interest thereon.

23. Paragraph Headings. The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.

24. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

25. Notices. All notices required or permitted to be given hereunder shall be in writing and either hand delivered (including delivery by a courier service such as Federal Express) or sent by certified mail, return receipt requested, to the party to be notified at its address set forth above. Notice by hand delivery shall be effective when delivered. Notice by mail shall be effective on the date placed in the mail.

26. Multiple Signature Pages. This Agreement may be executed on multiple signature pages which, when taken together, constitute one and same agreement.

[Signature Page Follows.]

**IN WITNESS WHEREOF**, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

**GEORGETOWN COUNTY**

By: \_\_\_\_\_ (SEAL)

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

**GM AGENT, LLC**

By: \_\_\_\_\_ (SEAL)

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Description of Land**



## **EXHIBIT B**

**STATE OF SOUTH CAROLINA                    )**  
**)**  
**COUNTY OF GEORGETOWN                    )**

**SHORT FORM OPTION AGREEMENT**

**THIS SHORT FORM OPTION AGREEMENT** (the “Short Form Option”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between \_\_\_\_\_ (“Seller”), and \_\_\_\_\_ (“Purchaser”).

WHEREAS, Seller and Purchaser have entered into that certain Option and Purchase Agreement of even date herewith (the “Option Agreement”), wherein Seller granted Purchaser an option to purchase the Property (as defined below); and

WHEREAS, Seller and Purchaser desire to execute and record this Short Form Option further evidencing the Option Agreement.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Option Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller hereby grants Purchaser the option to purchase (the “Option”), upon the terms and conditions set forth in the Option Agreement, all of that certain parcel of land, together with any improvements thereon, located in Georgetown County, South Carolina, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

2. The Option may be exercised by Purchaser only upon written notice from Purchaser to Seller of Purchaser's election to exercise the Option on or before 5:00 pm on \_\_\_\_\_ (the "Option Period") unless extended as provided in the Option Agreement (the "Additional Option Periods"). The Additional Option Periods shall expire on or before 5:00 pm on \_\_\_\_\_. If Purchaser does not exercise the Option by such date and time, the Option shall automatically expire and Purchaser shall have no right to purchase the Property.

3. Reference is made to the Option Agreement for the purchase price of the Property, the limitations on Seller's ability to mortgage, sell, lease or encumber the Property during the Option Period or Additional Option Period, as the case may be, and such other matters as are more particularly set forth therein.

4. All of the terms, provisions, covenants, warranties and agreements set forth and contained in the Option Agreement are by this reference incorporated herein and made a part hereof. In the event any term or provision of this Short Form Option is inconsistent with the Option Agreement, the Option Agreement shall control.

5. This Short Form Option shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, subject to the terms of the Option Agreement. This Short Form Option may be executed on multiple signature pages, which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Short Form Option effective as of the day and year first above written.

Witnesses:

**SELLER:**

**GEORGETOWN COUNTY**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

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

Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_ )

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_(L.S.)

Notary Public, State of South Carolina

My Commission Expires:

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

**GM AGENT, LLC**

By: \_\_\_\_\_ (SEAL)

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

Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_ )

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_(L.S.)

Notary Public, State of South Carolina

My Commission Expires:

Item Number: 15.f  
Meeting Date: 2/25/2020  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Economic Development

**ISSUE UNDER CONSIDERATION:**

SC Economic Development Council Performance Agreement - Interfor Inc.

**POINTS TO CONSIDER:**

The SC Coordinating Council for Economic Development has offered an Economic Development Set Aside (SA) grant in an amount not to exceed \$100,000 to Interfor U.S. Inc. as a part of an incentive package related to the company's expansion project.

Georgetown County, as a party to the proposed agreement, will be responsible for acceptance, oversight, and administration of the grant.

**OPTIONS:**

1. Authorize acceptance and administration of Economic Development SA grant funding as awarded by the state to Interfor U.S. Inc.
2. Do not authorize Georgetown County to serve as a party to this grant agreement.

**STAFF RECOMMENDATIONS:**

Authorize acceptance and administration of Economic Development SA grant funding as awarded to Interfor U.S. Inc. for facility expansion.

**ATTACHMENTS:**

Description	Type
▣ SCEDC Performance Agreement - Interfor	Backup Material





February 14, 2020

Theresa Floyd, Clerk  
Georgetown County Council  
716 Prince Street  
Georgetown, SC 29440-3632

Via Federal Express

Re: Performance Agreement by and between Interfor U.S. Inc., Georgetown County, South Carolina and the South Carolina Coordinating Council for Economic Development dated as of March 7, 2019  
WBD Matter No. 87640.0005.7

Womble Bond Dickinson (US) LLP

Post Office Box 999  
Charleston, SC 29402

5 Exchange Street  
Charleston, SC 29401

t: 843.722.3400

f: 843.723.7398

Stephanie Few  
Partner

Direct Dial: 843-720-4621

Direct Fax: 843-410-2351

E-mail: [Stephanie.Few@wbd-us.com](mailto:Stephanie.Few@wbd-us.com)

Dear Theresa:

I am writing with respect to the above-referenced Performance Agreement. I have enclosed three copies of the agreement executed by Interfor U.S. Inc. At your earliest convenience, please have each document signed by county council, with a PDF copy of the signature page of the Performance Agreement sent to me by email and all originals returned to me in the enclosed Federal Express envelope. I will forward a fully executed original to you once I receive the signature page back from the South Carolina Coordinating Council for Economic Development. If you have any questions, please call me at (843) 720-4621. Thank you.

Best regards,

**Womble Bond Dickinson (US) LLP**

Stephanie Few  
Partner

SF:dlh  
Enclosures



**PERFORMANCE AGREEMENT**  
**(Economic Development Setaside Assistance)**  
**C-18-2888**

This **Performance Agreement** ("Agreement") is made to be effective March 7, 2019 (the "Effective Date"), by and among Georgetown County, a political subdivision of the State of South Carolina and hereinafter referred to as the "Grantee," Interfor U.S. Inc., hereinafter referred to as the "Company," and the South Carolina Coordinating Council for Economic Development, hereinafter referred to as the "Council."

**W I T N E S E T H**

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **Agreement.** The parties recognize that this Agreement is based on an Economic Development Setaside (SA) grant award being awarded or made by the Council to the Grantee in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) for the purpose identified in Section 2.0 herein (the "Grant").
- 2.0 **Use of Proceeds.** The Grantee will use the SA grant award to assist the Company with water and sewer improvements, site improvements and infrastructure, hereinafter referred to as the "Assistance." Any changes in the scope of work, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.
  - 2.1 **Disbursement of Funds.** No funds will be disbursed until the approval of expenditures, through submission of invoices and proof of payment to the Grantee.
  - 2.2 **Third Party Contracts.** The Company must submit all agreements with third party contractors engaged to perform work within the scope of the Grant to the Council.
  - 2.3 **Notice to Proceed.** The Company obtained a conditional notice to proceed from the Council by letter dated July 30, 2018. Any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.
  - 2.4 **Engineering Costs.** Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Council to be reimbursable.

- 2.5 **Compliance with SA Requirements.** The Grantee and the Company must comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of SA funds.
- 2.6 **Funding Overruns.** The Company agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the Grantee, the Council or the State of South Carolina to provide funds for the cost overruns.
- 2.7 **Use of Grant Funds.** The Company must complete the portion of the Project to be funded in whole or in part with Grant funds within eighteen (18) months of the Effective Date. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.
- 3.0 **Project Description.** The Company will construct a 34,036 SF addition to their current facility located in Georgetown County, hereinafter referred to as the "Project."
- 4.0 **Project Start-Up.** The project must begin within three months of the Effective Date. If the Company does not begin the Project within three months of the Effective Date, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.
- 5.0 **Contractor Selection.** If the Company desires to select a private contractor to undertake all or any part of the scope of work of any portion of the Project to be funded by the Grant, then the selection of that contractor by the Company must follow at a minimum the bidding requirements set forth in Exhibit A attached hereto. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. Any county or municipal procurement laws, rules or regulations may apply depending on the terms of such local requirements.
- 6.0 **Minimum Investment Requirement.** The Company agrees to make and maintain a capital investment of not less than \$34,750,000 at the Project for building improvements and machinery and equipment, within a beginning July 30, 2018 and ending on March 7, 2024 (the "Grant Period"). Such capital investment requirement shall hereinafter be referred to as the "Investment Requirement." The Company's investment may be verified at the request of the Grantee or the Council.
- 7.0 **Minimum Job Requirement.** The Company agrees to create and maintain no fewer than 7 new, full-time jobs at the Project within the Grant Period. Such job creation requirement shall hereinafter be referred to as the "Job Requirement." The Company currently employs 148 persons at the Project and a current employee list or payrolls has

been or will be provided to the Grantee or the Council, as a beginning point to verify new jobs created.

- 8.0 **Access to Project Site and Records.** The Company agrees to provide the Grantee and the Council reasonable access to its facilities (i) to confirm that the work for which invoices have been submitted and reimbursed, or is scheduled to be reimbursed, through grant funds has been completed and (ii) to substantiate the employment and investment committed by this Agreement have been satisfied. This covenant shall continue until notified in writing by the Council that the Job Requirement and the Investment Requirement have each been met, the Grant Period and the Maintenance Period have each expired, and funds have been expended and documented, or until repayment of the Assistance occurs in accordance with this Agreement.
- 9.0 **Reporting.** The Company will be required to report to the Council annually as set forth below.
- 9.1 During the Grant Period, within thirty (30) days after each anniversary of the Effective Date, the Company shall provide the Council a written report, signed by an authorized representative of the Company and in the form of Exhibit B, as such form may be updated annually by the Council, to provide (i) the total number of new jobs filled and maintained by the Company at the Project as of such date; and (iii) the total investment of the Company at the Project as of such date.
- 10.0 **Compliance.** The Council will review the hiring records and notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Council that both the Job Requirement and the Investment Requirement have been fulfilled and the Grant Period and the Maintenance Period have each expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.
- 11.0 **Maintenance of Records.** The Company shall retain records for property purchased totally or partially with Grant funds for a period of three years after the final disposition of all Grant funds. The Company shall maintain records relating to the Grant and the Project, including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.
- 12.0 **Repayment of Assistance.** Failure to satisfy and maintain the Job Requirement and the Investment Requirement as set forth herein may result in repayment of all or a portion of the SA Grant funds expended. The Company will make re-payments to the Grantee, who will immediately notify and reimburse the Council.
- 12.1 Upon the expiration of the Grant Period, the number of jobs created by the Company at the Project may not be less than the Job Requirement (7 jobs), and

the investment by the Company at the Project may not be less than the Investment Requirement (\$34,750,000). If the Company does not locate in South Carolina or otherwise fails to create any new jobs and make any investment in South Carolina, repayment of all of the Assistance will be immediately due and payable. If the Company does create jobs and/or make investment but fails to meet the Job Requirement and/or the Investment Requirement or meets but then fails to maintain the Job Requirement and/or the Investment Requirement during the Grant Period, the Company will be required to repay a portion of the funds expended as follows:

12.1.1 **Pro-Rata Repayment.** The Company shall be required to repay a pro-rata amount of the funds expended under this Agreement based on the actual number of jobs created and/or investment level achieved as of the last day of the Grant Period. For purposes of this subsection 13.1, pro rata repayment for failure to meet either the Job Requirement or the Investment Requirement will be calculated independently with each calculation based on 50% of the grant funds expended hereunder.

12.1.2 If required, repayments are due and payable within thirty (30) days of the end of the Grant Period and should be submitted to the Grantee. The Grantee will immediately return all payments to the Council.

12.1.3 If the Company satisfies the Job Requirement and the Investment Requirement by the end of the Grant Period, it shall not have any repayment obligations under this Section 13.1.

13.0 **Amendments.** If (a) the Investment Requirement is not met or (b) the total number of full time jobs created is less than the Job Requirement or (c) the investment is not made or the jobs are not created within the Grant Period, the Company may provide detailed documentation that a good faith effort was made to achieve both the Job Requirement and the Investment Requirement. To the extent that extenuating circumstances prevent the Company from fulfilling its commitments contained herein, and the Grantee and the Council, in their sole discretion, acknowledge such circumstances in writing, this Agreement may be modified in writing by mutual agreement of the parties.

14.0 **Representations and Warranties.** The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Council's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement.

14.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State of South Carolina.

- 14.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Company is in compliance with all laws and regulatory requirements to which it is subject.
- 14.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
- 14.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company pending or threatened before any court or governmental authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Project.
- 14.5 **Compliance with Laws.** To the best of its knowledge, the Company is in compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof.
- 14.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.
- 15.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Council and the Grantee harmless from and against the costs of any litigation (including reasonable attorney's fees) arising from this Agreement or the Assistance provided by the Council to the Grantee for the direct or indirect benefit of the Company. Please note that the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the "Code") provides full or limited immunity to governmental parties from third party claims and prohibits recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.
- 16.0 **Assignability.** The terms of this Agreement may not be assigned to another entity without the written permission of the Grantee and the Council.

- 17.0 **Notification.** The Company must notify the Grantee and the Council if there are any changes in the status of the Company that will impact or alter the Company's ability to comply with this Agreement. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

**Notices to the Council shall be sent to:**

Ms. Dale Culbreth  
Senior Program Manager, CCED Programs  
South Carolina Coordinating Council for Economic Development  
South Carolina Department of Commerce  
1201 Main Street, Suite 1600  
Columbia, SC 29201

**Notices to Grantee shall be sent to:**

Mr. Sel Hemingway  
Administrator  
Georgetown County  
Post Office Box 421270  
Georgetown, South Carolina 29442

**Notices to Company shall be sent to:**

Mr. Tim Lowrimore  
Manager, Public Affairs  
Interfor U.S. Inc.  
903 Jernigan Street  
Perry, GA 31069

- 18.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- 19.0 **Governing Law and Jurisdiction.** This Agreement, any dispute, claim, or controversy relating to this Agreement, and all of the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising hereunder. In the event of a dispute, the Council shall have standing to represent the State of South Carolina.
- 20.0 **Freedom of Information.** The Company understands and agrees that (i) the Grantee and the Council are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code; (ii) the Grantee and the Council are each required to comply with the provisions of that Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are

subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. If disclosure of this Agreement and related information is required, pursuant to Section 30-4-40(a)(5)(c) of the Code, the Council agrees to redact any information in this Agreement or any documents incidental thereto that is clearly marked by the Company as confidential and proprietary and has been provided to the Council for economic development or contract negotiation purposes. However, the Grantee, the Council, and their respective members, employees, and staff shall not be liable for the inadvertent release of any information contained in the Agreement or any other documents related to the Project, absent gross negligence or willful misconduct.

To the extent an action at law or equity is brought to require the disclosure of any information related to the Project, the Council reserves the right to include the Company in such action and the Company hereby agrees to bear all costs associated with defending such action.

21.0 **Events of Default.** The following shall constitute events of default by the Company under this Agreement:

- 21.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;
- 21.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of SA funds;
- 21.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice from the Council specifying the nature of such failure and requesting that it be remedied; provided, however, that if, by reason of the nature of such failure, the same cannot be remedied within the said thirty (30) days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Council;
- 21.4 the Company vacating the Project property and/or discontinuing operation of all or a significant portion of the Project for 30 days or more without the written consent of the Council;
- 21.5 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;
- 21.6 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of

corporations, or providing for an agreement, composition, extension or adjustment with its creditors;

21.7 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismissed, unstayed, or unvacated for a period of 90 days after the date of entry thereof; or

21.8 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of 120 days.

22.0 **Remedies.** If any event of default shall occur and be continuing, then the Council may undertake any of the remedial actions set forth in this Agreement. If any such event of default shall occur and be continuing, then the Council shall, to the extent permitted by law and without notice of any kind to the Company (except to the extent required by law or as expressly required herein), seek to enforce the rights of the Council hereunder by exercising any or all of the following remedies:

22.1 Refrain from extending any further assistance or Grant funds until such time as the Company is in full compliance with the terms and conditions of this Agreement;

22.2 Require repayment of all or a portion of the funds expended under this Agreement;

22.3 Cancel, terminate or suspend this Agreement; or

22.4 Take such other reasonable action as may be necessary to protect its rights and interests hereunder.

23.0 **Additional Remedial Provisions.**

23.1 No remedy herein conferred or reserved to the Council is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further



exercise thereof or the exercise of any other right. A waiver of any particular breach or default under any provision hereof shall not operate as a waiver of any further or subsequent breach or default under such provision. The remedies herein provided are cumulative and not exclusive of any remedies provided by law, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council to exercise any remedy reserved to them in this Agreement, it shall not be necessary to give notice other than such notice as may be required in this Agreement.

23.2 Neither the Grantee nor the Council shall be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if an event of default shall occur hereunder.

24.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be fully executed by their authorized representation under seal to be effective as of the date first written above.

**GRANTEE:**

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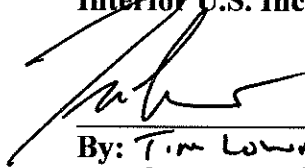
**Unit of Local Government**

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**By:**

**Its: Chief Elected Official**

**Interfor U.S. Inc.**



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**By: Tim Lowrimore**

**Its: PUBLIC AFFAIRS MANAGER**

**COORDINATING COUNCIL FOR  
ECONOMIC DEVELOPMENT**

---

**By: Alan D. Young**

**Its: Executive Director**

## Exhibit A

### Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 11 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

Exhibit B

GRANT PERIOD ANNUAL REPORT

Grant #: C-18-2888

Grantee: Georgetown County

Report for the Year Ended: \_\_\_\_\_

Minimum Investment Requirement \$34,750,000

Minimum Job Requirement: 7

Inspection, Record Keeping and Reporting:

Total investment in real and personal property at the Project as of the date of this report: \$ \_\_\_\_\_

Total number of new fulltime jobs filled by the Company at the Project as of the date of this report: \_\_\_\_\_

Total amount of grant funds disbursed as of the date of this report: \$ \_\_\_\_\_

\_\_\_\_\_  
I declare the above information to be correct and complete, and that I am authorized to report this information.

\_\_\_\_\_  
Authorized Company Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Company Representative (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

Please return to:  
Coordinating Council for Economic Development  
1201 Main Street, Suite 1600 ■ Columbia, SC 29201

Item Number: 16.a  
Meeting Date: 2/25/2020  
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
<input type="checkbox"/> Ordinance No. 19-25 To Establish the Base Salary for Elected Officials	Ordinance

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

ORDINANCE NO: 19-25

**AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY,  
AND FURTHER REPEALING AND REPLACING ORDINANCE NO: 2005-45**

**WHEREAS**, in 2005, Georgetown County Council enacted Ordinance 2005-45 thereby establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County; and

**WHEREAS**, Council recognizes that 14 years have passed since it last updated base salaries; and

**WHEREAS**, Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those unelected employees who share comparable responsibilities and duties.

**NOW, THEREFORE**, it is ordained by the Georgetown County Council that Ordinance 2005-45 is hereby repealed and replaced with the following Ordinance, setting the base salaries of the constitutional elected officials as follows:

County Council Chairman:	\$19,433
County Council Member (6)	\$15,947
Auditor	\$52,715
Treasurer	\$55,657
Coroner	\$53,733
Clerk of Court	\$101,967
Sheriff	\$109,155

1. This ordinance does not reflect an increase in the current salary for County Council Chairman and members of County Council.
2. Base salaries of the Probate Court Judge, newly appointed Magistrates, and/or a newly appointed Master-In-Equity continue to be set by the State of South Carolina.
3. These base salaries listed herein are subject to the continuous accrual of annual cost of living increases, if any.
4. Should any word or phrase be declared invalid by a court the remaining provisions of this Ordinance shall remain in full force and effect.
5. Any other ordinance found inconsistent with this Ordinance shall be superseded to the extent necessary to give this Ordinance full force and effect.
6. The salaries set forth in this Ordinance, other than County Council members as stated above, shall be effective beginning January 1, 2020.

ADOPTED AT A PUBLISHED MEETING OF GEORGETOWN COUNTY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
John Thomas, Chairman

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

This Ordinance has been reviewed and hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_