

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

**Interim Administrator**

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

March 10, 2020

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - February 11, 2020**
 - 5.b Regular Council Session - February 25, 2020**
- 6. CONSENT AGENDA**
 - 6.a Contract #17-078 DC, Local Funded Comprehensive Roadway Design & Engineering, Task Order #3**
 - 6.b Procurement #19-070, Rear Loader Truck for Recycling Collection**
 - 6.c Procurement #19-086, Pond Road Drainage Improvements**
 - 6.d Procurement #20-016, Firefighter Personal Protective Equipment (116 Set of Coats and Pants)**
 - 6.e Annual Plantation Tours: Request for one-time road maintenance**
 - 6.f Georgetown County Sheriff's Office - Byrne Grant Funding Award**
- 7. PUBLIC HEARINGS**
 - 7.a 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**
 - 7.b 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**

- 7.c 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**

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

8.a Georgetown County Fire District 1 Board

8.b Midway Fire-Rescue Board

9. RESOLUTIONS / PROCLAMATIONS

10. THIRD READING OF ORDINANCES

**10.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**

**10.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**

**10.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**

**10.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**

11. SECOND READING OF ORDINANCES

**11.a Ordinance No. 20-10 - An Ordinance to declare as surplus an
approximately 0.5 acre portion of land and located in the Town of
Andrews, bearing Georgetown County TMS #06-0007-050-00-00
and to authorize the County Administrator to Lease and Dispose
of the Property in the Manner as Prescribed in Ordinance 2008-
09, as Amended.**

12. FIRST READING OF ORDINANCES

**12.a Ordinance No. 20-11 - An ordinance to amend the Future Land
Use map regarding approximately 2.27 acres located at 855 N.
Morgan Avenue outside of Andrews from Commercial to Medium**

Density Residential.

- 12.b Ordinance No. 20-12 - To rezone 2.27 acres located at 855 N. Morgan Avenue near Andrews, identified as TMS 02-0122-069-00-00, from General Commercial (GC) to 10,000 Square Feet Residential (MR-10).**
- 12.c ORDINANCE NO. 20-13 - AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AND TERM EXTENSION OFF OF GRATE AVENUE FOR CONTINUED MAINTENANCE OF A CROWN CASTLE COMMUNICATIONS TOWER**
- 13. COUNCIL BRIEFING AND COMMITTEE REPORTS**
- 14. BIDS**
- 15. REPORTS TO COUNCIL**
- 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**
 - 16.b 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.**
- 17. LEGAL BRIEFING / EXECUTIVE SESSION**
 - 17.a Personnel / County Administrator Search**
- 18. OPEN SESSION**
- 19. ADJOURNMENT**

Item Number: 5.a
Meeting Date: 3/10/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - February 11, 2020

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

ATTACHMENTS:

Description	Type
□ DRAFT - MINUTES 021120	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, February 11, 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 Resolution No. 20-03, forward on the meeting agenda prior to the 'public comment' portion of the meeting, and for the addition of Report 17a (Executive Session) pertaining to a personnel matter regarding the county administrator position.

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. 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:

Karen Yaniga

Ms. Yaniga began by expressing appreciation to County Council for reinforcing its support to allow public comments. Additionally, she provided updated information regarding the Opticom System (emergency vehicle preemption system). She advised Council and the community of new statistical information regarding the response time other jurisdictions have provided in regarding to emergency vehicles. The system saves between 30-45 seconds per traffic light. She also discussed funding options, including the penny option sales tax. She encouraged Council to favorably consider implementing a \$3 fee per taxable property to assist funding this endeavor.

Marvin Neal

Mr. Neal expressed appreciation to County Council for validating its position on public speaking and single member districts. During the month of February, African American history is celebrated. Historically, African Americans were victims of taxation without representation, as blacks were unfairly represented.

He said voting is a right, not a privilege. The NAACP successfully sued this county for unfair voting practices, which caused polarization among races. Single member districts were created at that time to eliminate these issues, however, it seems that the problem of “taxation of representation” continues to rear its head.

Wesley Gibson

Mr. Gibson, speaking on behalf of *Citizens for Progress*, addressed a statement in the South Strand News regarding the Council Chairman’s comments pertaining to the words “mob” and “lynching” used by former Councilman Bob Anderson during a previous council meeting. He said community had fought, and won, against former Council member Austin Beard, and the community is owed an apology. Additionally, Mr. Gibson said in reviewing the council meeting agenda, he became aware that Mr. Beard was going to be appointed to a county board. In looking in to this further, he discovered that the county records of boards and commissions listed on the web has not been updated in a while. Additionally, he learned that County Council’s rules of procedure state that no council member can sit on any appointed board or commission, yet at some point Mr. Beard came to serve on the Economic Development Board. Mr. Gibson said it is time for County Council to get itself “straight”, because the communities’ eyes and ears are open to the “nonsense”.

Beverly Sullivan

Ms. Sullivan thanked County Council for its commitment to allow public speaking during its meetings. She voiced concerns regarding unchecked development, which contributes to flooding, traffic, and negatively impacts infrastructure. These issues can potentially endanger lives in areas like ours where evacuation is necessary. On behalf of the *Keep it Green Committee*, she invited Council members to attend a citizen driven meeting on March 7 from 1-4 pm at the Waccamaw Library in order to gain awareness of various issues, and become proactive.

Fred Williams

Mr. Williams said he planned to address County Council on several matters, however, most importantly was the issue of trying to achieve parity for all communities. He said once you cross over Fraser Street, there is vast disparity for those communities. Why are they deprived of goods and services? Mr. Williams said County Council has to do better in representing the minority communities. There is a proper way to go about things and providing equal access for everyone.

MINUTES:

Regular Council Session – January 28, 2020

A motion was made by Ron Charlton, and seconded by Everett Carolina, to defer action on the minutes of the January 28, 2020 meeting. The Chairman 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	

CONSENT AGENDA:

The following report was included on the Consent Agenda, and therefore approved previously during the meeting:

Contract #19-034, Coastal Asphalt, LLC - Task Order 04, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ – County Council approved Task Order #4 with Coastal Asphalt LLC in the amount of \$186,187.40 for the non-engineered repair/resurfacing of Grate Avenue.

PUBLIC HEARINGS:

Ordinance No. 20-01

A public hearing was held on Ordinance No. 20-01, an Ordinance to Amend the Comprehensive Plan, Future Land Use Map to Reclassify two parcels located on Archer Road in Pawleys Island, 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. There were no public comments pertaining to Ordinance No. 20-01. Chairman Thomas closed the public hearing.

Ordinance No. 20-03

County Council held a public hearing on Ordinance No. 20-03, an Ordinance Authorizing the Term Extension of an Existing Lease on Pond Road for the Maintenance of Horry Telephone Cooperative, Inc. Wireless Communications Tower. There were no public comments and the Chairman closed the public hearing.

Ordinance No. 20-04

Council held a public hearing on Ordinance No. 20-04, an ordinance to authorize the sale of parcels located within the 933+/- acre site, designated as TMS No. 01-0437-002-00-00, and located along Pennyroyal Road, in Georgetown County, South Carolina. There were no public comments, and Chairman Thomas closed the public hearing.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Economic Development Alliance Board

Councilman Raymond Newton moved to table a report pertaining to an appointment to the Economic Development Alliance Board. Councilmember Everett Carolina offered a second on the motion, and no discussion followed.

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

Tourism Management Commission

Chairman John Thomas moved for the appointment of Tonia Speir to fill a vacancy on the Tourism Management Commission. Councilmember Ron Charlton offered a second on 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	

Zoning Board of Appeals

Councilman Ron Charlton has recommended the appointment of Cynthia Person to fill a vacancy on the Zoning Appeals Board. Councilmember Raymond Newton offered a second. No discussion followed the motion.

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

RESOLUTIONS / PROCLAMATIONS:

Resolution No. 20-03

(This report was presented previously during the meeting)

Councilmember Raymond Newton moved for the adoption of Resolution No 20-03, to reaffirm Georgetown County Council's Support for Its Public Comment Period and County Council's Residency Requirements. Councilmember Louis Morant offered a second. There was no discussion on the motion

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

Proclamation No. 20-04

Chairman John Thomas read aloud Proclamation No. 20-04 celebrating the 100th Anniversary of the League of Women Voters of the United States and the League of Women Voters of Georgetown County, and presented a framed copy of the document to local representatives of the League of Women Voters.

ORDINANCES-Third Reading:

Ordinance No. 20-01

Councilmember Steve Goggans moved for third 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 third 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 Ron Charlton 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 Ron Charlton moved for third 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 Louis Morant 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 third 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. No discussion occurred.

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

ORDINANCES-Second Reading:

No reports.

ORDINANCES-First Reading:

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.

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.

Ordinance No. 20-07 – An Ordinance to Amend Ordinance No. 20-07, and Ordinance to Amend Ordinance No. 2017-17 to Authorize the Lease of Hangars and Other Storage Facilities at the Georgetown County Airport to Authorize the Lease of Hangars and Other Storage Facilities at the Georgetown County Airports.

Ordinance No. 20-08 – An Ordinance to Amend and Existing Agreement between Georgetown County, South Carolina, and TowerCo LLC, Pertaining to the Lease of Space Totaling Approximately 2,100 Square Feet Located at Station 82, 112 Beaumont Drive, Pawleys Island, SC 29585 for the construction and maintenance Communications Tower.

BIDS:

No reports.

REPORTS TO COUNCIL:

Property Purchase Agreements - Brick Chimney Road

Following a report by County Attorney, Wesley Bryant, Councilmember Louis Morant moved for the approval of two property purchase agreements for the acquisition of property associated storm water right-of-way easements for the Brick Chimney Corridor capital project. Councilmember Raymond Newton offered a second on 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	

DEFERRED:

Ordinance No. 19-25

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

EXECUTIVE SESSION:

Councilmember Raymond Newton made a motion, seconded by Councilmember Everett Carolina, to move into Executive Session in order to discuss a personnel matter regarding the administrator search.

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

County Council moved into Executive Session at 6:28 PM

OPEN SESSION:

As Open Session resumed at 7:01 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 Louis Morant moved to adjourn the meeting.

Georgetown County Council
Meeting Minutes
February 11, 2020

Date

Clerk to Council

Item Number: 5.b
Meeting Date: 3/10/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - February 25, 2020

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

ATTACHMENTS:

Description	Type
□ DRAFT - Minutes 022520	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, February 25, 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:	Theresa E. Floyd	Sel Hemingway
	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 request was made to defer a report pertaining to Horry-Georgetown Technical College by President Fore, to move a report regarding re-accreditation of the Georgetown County Public Services Department, and a special recognition forward on the meeting agenda. A recommendation was also made to delay action pertaining to a property option & purchase agreement to follow an associated briefing report in Executive Session.

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. 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:

Marlajean Hamby

Ms. Hamby extended an invitation to Council members to attend a Town Hall meeting on March 7th at 1 pm at the Waccamaw Library. One topic of discussion during that meeting will include the county's future land use plan specifically pertaining to density. Ms. Hamby said she has been researching the history of density in our area, and has learned some interesting facts. She said she had recently toured the Waterleaf (apartments) Development in Murrells Inlet where the developer took out all of the trees on the property. She learned the developer was fined for this violation, however, the fine was later "waived". Ms. Hamby said she was also surprised to learn that 3 bedroom apartments/condos are only required to provide 1 ½ parking spaces per unit.

MINUTES:

Regular Council Session – January 28, 2020

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Raymond Newton, to approve the minutes of the January 28, 2020 meeting as submitted. Chairman 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 report was included on the Consent Agenda, and therefore approved previously during the meeting:

Procurement #19-014, Olive Park Multi-Purpose - County Council awarded a bid to S & R Turf of Gallivants Ferry, SC at the negotiated total project cost of \$352,602.00. Additionally, authorization was granted to relocate the project from Olive Park to the campus adjacent to the new Andrews Regional Recreation Center.

Contract #19-034, Task Order 06, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ for Gapway Rd. Paving - County Council approved Task Order #6 under the IDIQ Contract #19-034 with Coastal Asphalt LLC for Gapway Road paving improvements in the amount of \$584,333.30

Procurement #19-089, CFUND Roads Construction-Evans, James, Miller, Maidenbush and Reed Court – County Council awarded a bid to Coastal Asphalt, LLC in the amount of \$1,046,434.70 (utilizing C-Funds) for road construction of Evans Place, James Drive, Miller Road, Maidenbush Road, and Reed Court.

Procurement #19-120, Linksbrook Crossline Replacement - County Council awarded a contract associated with Procurement #19-120 for drainage and storm water infrastructure construction and improvements in the Linksbrook Community to Green Wave Contracting in the amount of \$106,365.00

Procurement #20-004, Unfitting for Nine (9) Chevrolet Tahoe's (CERP Vehicles) – County Council authorized procurement of mobile communications equipment (lights, sirens, installing radios, cameras) for nine (9) Chevrolet Tahoes (Sheriff's Department) to Mobile Communications of America, located in Myrtle Beach, SC at a total cost of \$69,010.68.

Procurement No. 20-005, (9) Coban Focus Body Camera Packages & (9) Edge In-Car System Cameras - County Council awarded purchase of body camera/in-car camera systems for nine (9) Sheriff's Department Tahoes to Coban Technologies Inc. in the amount of \$65,740.14.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Georgetown County Fire District 1 - Board Appointment

Councilmember Raymond Newton nominated David J. Cribb to fill a vacancy on the Fire District 1 Board. Councilmember Steve Goggans offered a second on the motion. Upon a call for discussion on 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	

Waccamaw Center for Mental Health Governing Board

Councilmember Raymond Newton nominated Deborah Heller for reappointment to the Waccamaw Center for Mental Health Board. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion following the motion.

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

ORDINANCES-Third Reading:

No reports.

ORDINANCES-Second Reading:

Ordinance No. 20-05

Councilmember Steve Goggans moved for second reading approval of 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. Councilmember Raymond Newton offered a second on the motion. Chairman 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	

Ordinance No. 20-06

Councilmember Steve Goggans moved for second reading approval of 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. Councilmember Raymond Newton offered a second. There was no discussion following the motion.

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

Ordinance No. 20-07

Councilmember Louis Morant moved for second reading approval of Ordinance No. 20-07, an Ordinance to Amend Ordinance No. 2017-17 authorizing the Lease of Hangars and Other Storage Facilities at the Georgetown County Airports. Councilmember Raymond Newton offered a second. Chairman Thomas called for discussion on the motion.

A motion was made by Councilmember Raymond Newton to amend Ordinance No. 20-07 to incorporate proposed text, as the ordinance was introduced by title only. Councilmember Steve Goggans 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	

A 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	

Ordinance No. 20-08

Councilmember Louis Morant moved for second reading approval of 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 for the construction and maintenance of a communications tower. Councilmember Steve Goggans seconded the motion. Chairman Thomas called for discussion.

Councilmember Louis Morant moved to amend Ordinance No. 20-08 to incorporate proposed text, as the Ordinance was initially introduced by title only. Councilmember Goggans 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	

A vote on the main motion was as follows:

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

ORDINANCES-First Reading:

Ordinance No. 20-09 – Approving the Execution and Delivery of an Intergovernmental Agreement with the City of Georgetown, South Carolina; and Other Matters Relating Thereto.

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.

BIDS:

No reports.

REPORTS TO COUNCIL:

Horry-Georgetown Technical College, 2020 Update - President Marilyn Fore
Report was deferred.

Georgetown County American Public Works Association Re-Accreditation

Following rigorous agency wide examination, Mr. William E. "Bill" Spearman III, President of the American Public Works Association, presented the Georgetown County Public Services Department with reaccreditation. He gave special recognition to Director Ray Funnye, and commended the Department for its professionalism and high standards of conduct and service.

Georgetown County Sheriff's Department - School Resource Officers

Councilmember Lillie Jean Johnson moved to authorize the addition of four (4) new School Resource Officer (SRO) positions within the Sheriff's Department (to be funded by the State through a recent appropriation of the General Assembly) to serve within four elementary schools in the County. Council member Raymond Newton offered a second on the motion. Upon a call for discussion on the motion from Chairman Thomas, there was none.

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

Capital Project Sales Tax Commission – Appointments

Council member Raymond Newton moved to ratify the nominations of members to serve on the Capital Project Sales Tax Commission, as constituted in accordance with South Carolina Code of Laws §4-10-320. The following individuals were appointed to serve in this capacity:

Municipal Appointments:

Mr. George Geer III
Ms. Talicia McCants
Ms. Danisha McClary

County Appointments:

Mr. Nate Fata
Mr. Craig Lieberman
Mr. Kennedy Johnson

Councilmember Steve Goggans offered a second on the motion. There was no discussion following the motion.

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

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

Action was deferred on this matter to follow an associated report in Executive Session.

SC Economic Development Council Performance Agreement – Interfor Inc.

Councilmember Raymond Newton moved to authorize acceptance of grant funding from 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. and to authorize Georgetown County, as a party to the proposed agreement, to acceptance responsibilities for oversight and administration of the grant. Councilmember Louis Morant seconded the motion. Upon a call for discussion from the Chairman, there was none.

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

Special Recognition

Ray Funnye, Georgetown County Public Services Director, made a special presentation in recognition of retiring County Administrator, Sel Hemingway. He presented a plaque on behalf of Georgetown County Departmental Directors and Executive Staff, to Mr. Hemingway in appreciation for his leadership and guidance, both personal and professional. The plaque will be mounted in the *Andrews Regional Recreational Center* in Mr. Hemingway's honor upon the completion of the facility's construction.

DEFERRED:

Ordinance No. 19-25

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

EXECUTIVE SESSION:

Councilmember Louis Morant made a motion to move into Executive Session in order to discuss a personnel matter, and an economic development matter. Councilmember Raymond Newton offered a second on the motion. There was no discussion following the motion.

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

County Council moved into Executive Session at 6:32 PM

OPEN SESSION:

As Open Session resumed at 7:01 PM, Chairman John Thomas stated that during Executive Session, County Council discussed a personnel matter, and an economic development matter pertaining to an option and purchase agreement on a portion of the Penny Royal property. No decisions were made by County Council, nor were any votes taken during Executive Session.

Cochairman John Thomas returned to a remaining matter on the agenda pertaining to a purchase and option on property. County Economic Development Director, Brian Tucker, provided a brief report

stating that GM Agent LLC (listed as the purchaser) has requested that Georgetown County enter into an option to purchase agreement for the right to purchase a portion of the Penny Royal Industrial tract, over a six year period, and offering up to \$250,000 in option fees. Additional due diligence and other requirements are included as part of the agreement, which the County Attorney, Wesley Bryant, has gone over in great detail.

Following the report, Councilmember Raymond Newton moved to authorize Georgetown County to enter into an option/purchase agreement with the potential purchaser for property consisting of approximately 50 acres, located in Georgetown County, South Carolina, and more particularly described as a portion of the Penny Royal Tract. Councilmember Carolina offered a second on the motion. No discussion followed the motion.

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

Chairman Thomas called for additional business to come before County Council. Councilmember Steve Goggans made a motion to authorize Georgetown County to enter into a contract with Waccamaw Regional Council of Governments on a limited time basis to engage the services of Wesley Bryant, to serve as the Interim County Administrator, for no more than three days a week, from now until the time that a permanent administrator is hired. Councilmember Lillie Jean Johnson 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	

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

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 3/10/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #17-078 DC, Local Funded Comprehensive Roadway Design & Engineering, Task Order #3

CURRENT STATUS:

Dennis Corporation and Davis & Floyd were awarded Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for Procurement #17-078, Local Funded Comprehensive Roadway Design & Engineering based on the County's procurement ordinance for architectural & engineering services. This is a requested task order under the awarded IDIQ agreement for roadway design and engineering services.

POINTS TO CONSIDER:

- 1) This project is related to the proposed paving of Kidneywood Way and Soldierwood Lane.
- 2) The proposed task order would cover engineering design, permitting, quality control field survey review and construction inspection and administration.
- 3) Public Works received proposals from both of the County's qualified IDIQ roadway engineering contractors. Davis and Floyd's cost was \$83,108 with \$11,822 in "as needed services" for a total of \$94,930, while Dennis Corporation's cost was \$55,000. Therefore, this task order is being recommended to the low bidder, Dennis Corporation.
- 4) Dennis Corporation has a history of successfully completed road engineering and construction projects for Georgetown County.

FINANCIAL IMPACT:

This project is fully funded in GL account number 066.906-50702.

OPTIONS:

- 1) Approve Task Order #3 to Dennis Corporation in the amount of \$55,000.00.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Public Works and Public Services recommends the award of Task Order #3 as listed as indicated by their signatures on the task order form and memorandum of recommendation that are attached herein.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

- | | | |
|---|---|------------|
| ▣ | Contract #17-078DC, Task Order #3, Dennis Corporation Proposal | Cover Memo |
| ▣ | Davis & Floyd Proposal | Cover Memo |
| ▣ | Recommendation from Mr. Ray Funnye, Director of Public Services | 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 #
17-078-DC	3	
Project #	GL Account	Purchase Order
Kidneywood Soldierwood	066.906.50702	2020-00000451
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$203,100.00	\$55,000.00	\$258,100.00

Administration Use ONLY		
	Signature	Date
Budget Verified:		
Change Originator:	Stephen Williams	MAR 02 2020

Consultant Name:	Dennis Corporation
Contract Title:	17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering IDIQ
Task Order Name:	Kidneywood Wy Soldierwood Ln Design Construction Services
Scope of Work:	<p>Task 1 Engineering Design and Permitting including:</p> <p>Project management - Quality Control - Field survey review - Initial utility coordination for contacts and minimization of conflicts - Preliminary design and field review with Owner - Pavement design - Final design and plans for permitting - Secure NPDES (Georgetown County) permit and OCRM-CZC Certification</p> <p>Task 2 Construction Inspections and Administration including:</p> <p>Professional project management - Lead preconstruction conference - Review of contractor submittals - Quality Assurance inspections and testing - Engineering Support during construction - Contractor's Pay Application review and Contract Administration - Final Inspection and Punch List - Administration of Contract and Permit closeout documents</p> <p>TOTAL \$55,000</p>
List Authorized Sub-Consultants:	Summit Engineering Laboratory and Testing PC (geotechnical)
Deliverables:	Construction plans, permitting, construction phase services
Justification for Change:	Acquisition of plans, permits, and construction phase services for this UF petitioned road paving project
Start Date: NTP	Completion Date: 8 months 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 Public Services Director _____ John Thomas County Council Chair	3.2.2020 Date _____ Date (digital) _____ (Signature) _____ 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.	

February 14, 2020

Stephen Williams

Public Works Manager
Georgetown County Public Works
2236 Browns Ferry Road
Georgetown, SC 29440
VIA: Email

Re: Proposal – *Kidneywood Way & Soldierwood Lane*

Mr. Williams,

Please find below the requested proposal for engineering services for the above referenced project.

PROJECT DESCRIPTION

This project is related to the proposed paving of Kidneywood Way and Soldierwood Lane, the approximate limits of which are shown in the map below.



SCOPE

- 1- Task 1 Engineering Design and Permitting
 - a. Professional project management throughout the duration of this task
 - b. Quality Control measures for all deliverables
 - c. Field review of provided survey files
 - d. Initial utility coordination for contacts and minimization of conflicts
 - e. Wetlands delineation and Jurisdictional Determination from USACE
 - f. Preliminary design and field review with Owner
 - g. Pavement design
 - h. Final design and plans for permitting
 - i. Secure NPDES (Georgetown County) permit and OCRM-CZC Certification
 - j. Secure "No Permit Required" letter or coverage under USACE NWP.
- 2- Task 2 Construction Inspections and Administration
 - a. Professional project management throughout the duration of this task
 - b. Lead preconstruction conference
 - c. Review of contractor submittals
 - d. Quality Assurance inspections and testing
 - e. Engineering Support during construction
 - f. Contractor's Pay Application review and Contract Administration
 - g. Final Inspection and Punch List
 - h. Administration of Contract and Permit closeout documents

ASSUMPTIONS

- 1- Impacts to wetlands, if any, are expected to meet the provisions for coverage under NWP #14. This assumption will be confirmed during preliminary design.
- 2- Survey files provided by others are adequate for design and construction.
- 3- SCDOT encroachment permits are not anticipated for this project. This will be confirmed during preliminary design.
- 4- Construction Contract duration is expected to be up to 3 months. Inspections will be weekly and coordinated with the Contractor's scheduled work to ensure critical testing is performed.
- 5- During critical construction elements requiring substantial QA (subgrade prep, base placement, paving, culvert installation): frequency and time on site will vary at 2-3 days per week depending on the work being performed. Average time on site during this phase will be 6 hours per visit

DELIVERABLES

- 1- Preliminary Plans, Preliminary Construction Estimate, Preliminary Permitting Requirement, and Preliminary Utilities Review Summary, Jurisdictional Determination
- 2- Preliminary Field Walkdown with Owner
- 3- Pre-Final Plans, Construction Estimate, Permitting Summary, Utilities Review Summary, NPDES Permit Submittal Package (with SWPPP), OCRM CZC Certification Submittal Package, Joint SC/USACE Permit Application (NWP #14)
- 4- Final Plans, Specifications, Secured Permits, and Construction Cost Estimate issued for bidding and construction
- 5- Meeting Agenda and Minutes, Inspection/Testing Reports, Approved Pay Applications, and Project Closeout Documents as needed during construction phase.

ANTICIPATED PROJECT TIMELINE

Preliminary Design thru Plans and Submittals for Permitting – 60 days
Contingent time for Client Review of documents – 30 days
Secure Permits, Issue PS&E for Bidding – 75 days
Bidding and Award – TBD (estimated at 60 days)

Construction Duration – 3 months

<u>FEE:</u>	<i>Task 1 – Engineering Design and Permitting:</i>	<i>\$ 31,900.00</i>
	<i>Task 2 – Construction Inspections and Administration:</i>	<i>\$ 23,100.00</i>
	<i>Total Engineering Services Not-to-Exceed (NTE)</i>	<i>\$ 55,000.00</i>

ADDITIONAL SERVICES:

Dennis Corporation is a South Carolina headquartered Surveying, Civil Engineering and Construction Management firm offering a full range of professional services for public and private clients throughout the State.

DENNIS CORPORATION LIST OF SERVICES

SURVEY

- Topographic
- Hydrographic
- Boundary
- ALTA
- Pre-Construction
- Right-of-Way Platting
- Settlement Plate Monitoring
- Construction Layout & Staking
- As-Built & Record Drawing
- Cross-Slope Verification
- 3D Scanning

ENGINEERING

- Project / Program Management
- Master Planning
- Civil Infrastructure Engineering
- Land Planning & Site Design
- Water & Wastewater Design
- Water Resources Engineering
- Transportation Engineering
- Traffic Planning & Engineering
- Structural Engineering
- Environmental & Permitting Services
- Expert Witness Services

CONSTRUCTION MANAGEMENT

- Heavy Civil Construction Management
- Building Construction Management
- Construction Cost Estimating
- Value Engineering
- Scheduling
- Financial Management
- Bidding and Award Services
- Contract Administration
- Construction Engineering & Inspection (CEI)
- Vibration Monitoring
- Special Inspections (Chapter 1 & 17)

Please let me know if we may be able to provide any additional services that may be required in the future. Should you have any questions or need any additional information, do not hesitate to contact me directly at 803.227.8558 (office) or 803.360.5685 (mobile).

Sincerely,



Matt Hines, PE
Engineering Manager
DENNIS CORPORATION

Enclosed:
Attachment A – Fee Estimate (For Information Only)



Attachment 'A'
Dennis Corporation Engineering Fee
(For Information Only)
SUMMARY SHEET

Client: Georgetown County

Description: Kidneywood Way & Soilderwood Lane

		Direct Labor Costs	Direct Non-Labor Expenses	Total
Task 001	Engineering Design and Permitting	\$27,736.50	\$4,203.20	\$31,939.70
Task 002	Construction Inspection and Administratio	\$19,844.00	\$3,301.60	\$23,145.60
		\$47,580.50	\$7,504.80	\$55,085.30

FIRM: Dennis Corporation

Date: November 8, 2019

Compiled By: Matt Hines

Approved By: Dan Dennis

Reviewed By: Mark Johnston

Task 001 Engineering Design and Permitting

Direct Labor Costs

Client	Georgetown County
Description	Kidneywood Way & Solderwood Lane
Date	11/8/2019
Prepared By	Matt Hines

Principal in Charge	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Admin	Inspector (SCDOT Cert.)	Manhours	Description
	6	8					0	
							14	Project Admin and Client Coordination
			8	8			0	
							16	Initial Field Walkdown
				8			0	
							8	Utility Coordination
		2					0	
							2	Soil Sampling and Pavement Design (Summit)
							0	
							0	
			0.5	4			0	
							4.5	Initial Mapping and Modeling
			3	24			0	
							27	Preliminary Design and Cost Estimate
			2	2			0	
							4	Preliminary QC Review
			1	4			0	
							5	Initial Permitting Summary and Utilities Review
			8				0	
							8	Field Design Review with Owner
			2	16			0	
							18	Final Design
			1	12			0	
							13	Stormwater / Erosion Control Design - SWPPP Preparation
			0.5	1			0	
							1.5	Traffic Control Design
			2	16			0	
							18	Plans and Estimate for Permitting
			2	2		4	0	
							8	Pre-Final QC Review
			8				0	
							8	Pre-Final Walkdown
			2	8			0	
							10	USACE No Permit Required or NWP Coordination
			2	8			0	
							10	Georgetown County Stormwater Permitting Coordination
			0.5	2			0	
							2.5	SCDHEC OCRM CZC Certification
			2	12			0	
							14	Plans, Specifications and Estimate for Bidding/Construction
			2	2			0	
							4	Final QC Review
							0	
							0	
							0	
							0	
							0	
							0	
0	6	10	46.5	129	0	4	195.5	TOTAL Task 001

Rates

\$190.00	\$150.00	\$150.00	\$150.00	\$120.00	\$60.00	\$90.00
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Total Direct Salary

\$0.00	\$900.00	\$1,500.00	\$6,975.00	\$15,480.00	\$0.00	\$360.00
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Total: \$25,215.00

Contingency (10%) \$2,521.50

TOTAL DIRECT LABOR COSTS	\$27,736.50
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Task 001
Engineering Design and Permitting

Direct Non-Salary Costs

1. Travel

Site Visits:	4	visits @	260	miles/ visit	1040 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	1040	Miles @	\$0.580	/mile=	\$603.20
Air/Train Fare:	0	Roundtrip	\$0.00	/trip=	\$0.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$603.20

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	500	X	\$0.50	/sheet=	\$250.00
11 x 17 color copies	200	X	\$0.75	/sheet=	\$150.00
24 x 36 plots	100	X	\$2.00	/sheet=	\$200.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$600.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Geotech Sub	1	X	\$3,000.00	/ea=	\$3,000.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$3,000.00

TOTAL DIRECT NON-SALARY COSTS	\$4,203.20
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Direct Labor Costs

Principal in Charge	Project Manager	Engineer	Const. Manager	Inspector (SCDOT Cert.)	Admin		Manhours	Description
							0	
	4						4	Project Admin and Client Coordination
							0	
		4					4	Contractor Submittal/Shop Drawing Reviews
							0	
		8		8			16	Pre-Con
							0	
			6		6		12	Contract Administration
							0	
				120	10		130	Inspections and Testing
							0	
		2					2	Engineering Support and RFIs
							0	
		2					2	Redline/As-Built Plans Review
							0	
		8		8			16	Final Inspection and Punch List
							0	
		1					1	Permit Closeout
							0	
			2		2		4	Contract Closeout
							0	
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0	4	25	8	136	18	0	191	TOTAL Task 002

\$190.00	\$150.00	\$120.00	\$140.00	\$90.00	\$60.00	\$0.00
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\$0.00	\$600.00	\$3,000.00	\$1,120.00	\$12,240.00	\$1,080.00	\$0.00
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Contingency (10%)	\$1,804.00
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TOTAL DIRECT LABOR COSTS	\$19,844.00
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Task 002
Construction Inspection and Administration

Direct Non-Salary Costs

1. Travel

Site Visits:	2	visits @	260	miles/ visit	520 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	520	Miles @	\$0.580	/mile=	\$301.60
Inspection Trips:	20	Trips @	\$100.00	/trip=	\$2,000.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$2,301.60

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	0	X	\$0.50	/sheet=	\$0.00
11 x 17 color copies	0	X	\$0.75	/sheet=	\$0.00
24 x 36 plots	0	X	\$2.00	/sheet=	\$0.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$0.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Testing	1	X	\$1,000.00	/ea=	\$1,000.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$1,000.00

TOTAL DIRECT NON-SALARY COSTS	\$3,301.60
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DAVIS & FLOYD

SINCE 1954

February 14, 2020

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for
Kidneywood Way and Soldierwood Lane

Dear Mr. Williams:

Davis & Floyd is pleased to present a proposal for roadway design, permitting, and limited construction services on Kidneywood Way and Soldierwood Lane. These roadways will be designed to occupy the 50-foot and 100-foot right-of-way (R/W) previously obtained by Georgetown County. A brief description of the project is provided below:

Kidneywood Way is approximately 700 feet (0.13 miles) long and its project area begins at the intersection of Carvers Bay Road (S-22-127). An offset cul-de-sac will be included at the end of the road.

Soldierwood Lane is approximately 200 feet (0.04 miles) long and its project area begins at the intersection of Kidneywood Way. An offset cul-de-sac will be included at the end of the road.

Some unique challenges present with these roads are:

- Fitting typical within the 50' R/W
- Designing intersection with Soldierwood Lane within R/W
- Relocating utilities along Soldierwood Lane



Kidneywood Way

3229 W. Montague Avenue, North Charleston, SC 29418

O. (843) 554-8602 F. (843) 747-6485

WWW.DAVISFLOYD.COM

The effort on this project is divided into five tasks as follows:

Task I – Survey (Not in Contract)

The survey will be provided by the County through their survey on-call contract with Thomas & Hutton.

Task II – Preliminary Design (60%)

Plan and profile sheets will be created at a 1" = 20' scale. The preliminary design plans will include survey base map including existing ditches and outfalls, centerline alignment, horizontal design showing proposed edge of pavement, and existing and preliminary proposed roadway profiles. The proposed profile will be developed to attempt to balance earthwork while maintaining positive drainage in the roadside ditches. The vertical scale on the profile will be 1" = 5'. A preliminary typical section will also be included in this submittal. The pavement section for these roadways will be 200#/SY of asphalt over 8" of GAB. Because this is an existing roadway and R/W will be limited to 50', design criteria will be developed for this project similar to those found in the 3R section of the SCDOT Roadway Design Manual.

Existing and proposed cross sections will be created based on the profile. Several iterations may be required to generate the proposed cross sections. Once the first set of proposed cross sections has been created, the vertical profile will be manipulated to minimize cut and fills as well as to establish ditch grades. Because these roads have been in service a long time, typically a crust of well-consolidated material has developed under the existing dirt/slag section. Where the existing roadway has a similar alignment, the profile will try to be set approximately 6" to 8" above the existing road surface to take advantage of these consolidated materials and minimize the mucking requirements to construct the roadway. Because the roadway will be moved to the center of the newly obtained R/W, this may not always be possible and some of the roadway will be mostly new construction.

A minimum of a 4' shoulder at 12:1 slope will be provided. Ditch front slopes will vary between 4:1 to 2:1 depending on the adjacent topography, number of driveways, and if slope permissions are available. While 2:1 slopes are not preferred, they may be required to stay within the existing R/W if slope permissions cannot be obtained. In order to increase the shoulder widths and use 4:1 front slopes on the ditches, some slope permissions or additional R/W may be recommended.

Drainage areas will be analyzed and a plan on how to drain the road will be developed. Preliminary drainage features will be added to the plans and the hydrology of basins draining to the road will be calculated.

Kidneywood Way intersects Carvers Bay Road, a SCDOT-maintained roadway. SCDOT does not allow an increase in flow towards their R/W; therefore, if the proposed work increases the impervious area enough to increase the flow, a solution will be necessary. Because this is a relatively short range, the best option would be to use special ditches to convey all of the drainage in the project area away from the SCDOT portion of the road.

It appears that there is limited survey information provided in the designated cul-de-sac areas, so some additional survey in these areas may need to be provided. A surface file will need to be provided from Thomas & Hutton. Additionally, based on a field visit, there appears to be several utilities within the R/W that will need to be relocated.

A contour map of the area will be created from County-provided Lidar data. These contours will be used to discuss outfall locations during the Design Field Review (DFR) and will later be used to produce the drainage basin map contained in the SWPPP Report. It is assumed that outfalls exist that can drain the roadway. It is also assumed that ditches less than 0.5% slope can be used to obtain positive drainage in this area with well drained soils.

Once the preliminary plans are completed, we will hold a DFR meeting with the County to discuss the project referencing the preliminary design plans and streamline the design development process for preparing the 100% design submittals. The preliminary plan set will include a title sheet, typical section, plan and profile sheets, cross section sheets, and utility coordination sheet. A copy of the plans will also be delivered to the utility companies that might be affected by the project. Up to one meeting with the companies to discuss the project with the utility companies is included.

Task III - Construction Plans

The 60% plans will be refined based on the comments from the County and additional features will be designed. These features include, but are not limited to, erosion control features and drainage pipes with inverts.

Drainage calculations will be performed, and output prepared in a format suitable for inclusion into the permit package. The final drainage design will be incorporated into the construction plans and the calculations associated with this design will be included in the required permitting documents.

A detailed quantity take-off and cost estimate will be performed on the roadway. Special provisions or details will be developed as required. Standard details will also be referenced for inclusion into the plan set.

We will perform a QC/QA review of the plans and quantities prior to submittal to the County for bidding.

We will provide two full-size and two half-size plan sets as well as a bound PDF of the entire set. The construction plans will include the same sheets as the 60% plans plus general notes sheet, reference sheets, erosion control sheet, and detail sheets. We will provide the bid tab in PDF or Microsoft Excel format and technical specifications in Microsoft Word format. These will be combined with the County's standard "front end" procurement documents for the bid package. The County will handle bidding the project and documents will be provided for download on the Georgetown County webpage. We will provide the County with CAD files.

Task IV – Permitting and Revisions

OCRM Autocoverage NOI – The project area will be less than 1 acre and will be more than a half mile from the nearest Coastal Receiving Waterbody (CRW). Therefore, it is eligible to be covered using an Autocoverage NOI. We will prepare the NOI Application per OCRM requirements and submit for permits. Any permitting fees associated with OCRM will be the responsibility of the County. Supporting documentation will contain drainage basin maps and drainage calculations in the appendix.

SCDOT – A SCDOT encroachment permit will be required as this project ties to a SCDOT maintained roadway. Some items such as the pavement design will need to meet SCDOT standards while within their R/W.

A Jurisdictional Delineation (JD) and wetland survey will be performed to determine if there are any wetlands within the project area. If wetlands are found, then a Nationwide 14 permit will be required as detailed in Task VII.

Task V - Construction Engineering Support Services

The County will lead the project management for the project and we have included a budget to provide engineering support during the construction of the project. This support will include answering questions about the design and minor field changes, attending the preconstruction meeting, and attending the final inspection.

Tasks I through V – Design Services

Proposed fee for the project design and engineering support **Tasks I through V** is **\$53,968** and it will be billed on a percent complete basis for each of the five tasks.

Task VI – Construction Inspection Services

Task VI is inspection services and will be performed on an as-needed basis and billed hourly. A budget similar to what was proposed for previous USER Fee projects is included. Task VI

will be billed on an hourly basis at our current rate table. The budget for this project will be **\$29,140**. This budget is based on a 6-month construction schedule with periodic visits (twice a month) from our inspection staff and has scheduled four days for proof rolls, paving, or other construction-specific activities. A Resident Construction Manager is scheduled to visit two times over the course of the project and will provide coordination with inspection and County staff. It is assumed that the County will perform the biweekly or weekly erosion control inspections and fill out the erosion control reports; however, with advanced notice, our inspector can perform the report if the County inspector has a conflict or is unavailable for that week.

Task VII –As Needed Items

If wetlands are found within the project area in the JD, a Nationwide 14 permit will be obtained. To expedite the process (if required), permit drawings will be submitted with the JD package. It is currently assumed that a full Nationwide 14 permit will be required. If this permit is required, the estimated fee for Davis & Floyd and the environmental subconsultant is **\$6,196**.

If it is discovered that the soils on site are unsuitable soils for these roadways, then geotechnical exploration and testing will be necessary for this project. The geotechnical engineer will perform field evaluations and make recommendations for roadway design. The budget for this task will be **\$5,626**.

SUMMARY

Below is a summary of the estimated design and CEI required for this project if the As Needed Items in Task VII are not required. A breakdown can be provided upon request.

Davis & Floyd Design and CEI Services	
Design Services	\$53,968
CEI Services	\$29,140

We appreciate the invitation to propose on this project and estimate completing plans and permit applications within 150 days from notice to proceed. Please let us know if you have any questions.

Sincerely,
DAVIS & FLOYD



D. Brice Urquhart, PE, Vice President

C: Lindsey Keziah, PE



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye

A handwritten signature in blue ink, appearing to read "Funnye", written over the printed name "Ray C. Funnye".

Date: March 2, 2020

Re: Recommendation: 17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering
IDIQ – Kidneywood Way & Soldierwood Lane

In late December 2019 Georgetown County Department of Public Works solicited proposals through existing contract 17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering IDIQ for the design and construction of Kidneywood Way & Soldierwood Lane.

The scope of work is outlined in the attached proposal and includes engineering design, permitting, and construction inspection and administration. Public Works received a base proposal from Davis & Floyd for \$83,108 with \$11,822 in “as needed services” for a total of \$94,930. Public Works received a comparable proposal from Dennis Corporation for \$55,000 which included services deemed “as needed” by Davis & Floyd.

We thoroughly reviewed these proposals and found Dennis Corporation to be fully capable of carrying out the services requested. Dennis Corporation has successfully completed previous road engineering and construction projects for Georgetown County.

Based on the aforementioned, I hereby recommend 17-078-DC TO#3 for roadway design, engineering, and construction phase services for Kidneywood Way & Soldierwood Lane be awarded to Dennis Corporation in the amount of \$55,000.

Item Number: 6.b
Meeting Date: 3/10/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-070, Rear Loader Truck for Recycling Collection

CURRENT STATUS:

The new Rear Loader Truck for Recycling Collection will be a replacement of the 2013 Freightliner Rear Loader under the FY20 Capital Equipment Replacement Program (CERP) for the Environmental Services Recycling division.

POINTS TO CONSIDER:

1) This item will be procured using the Cooperative Agreement through the NC Sheriff's Association (NCSA) Contract # 20-04-0506, under the existing Procurement Code: Sec. 2-75.Sec. 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, § 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 County has compared costs between vendors and cooperatives and finds the NCSA contract cooperative pricing quote of \$138,993.00 with Excel Truck Group of Columbia, SC to be the lowest cost meeting the County's specifications and in the best interest of the County.

3) For price comparison purposes, a quote of \$141,787.77 was received from Triple-T Truck Centers of Wilmington, NC.

4) For price comparison purposes, a quote of \$149,546.61 was received from New Way Trucks of Scranton, IA.

5) A quote of \$136,953.52 was received from Nu-Life Environmental, Inc. of Easley, SC but the Pak-Mor loading body and barker cart tipper did not meet the County's specifications and thus was not considered an equivalent product.

FINANCIAL IMPACT:

These items were included in the FY20 CERP and are budgeted in G/L account number 502.308-50707 with an approved budget of \$135,500.00. Additional funds are being utilized for this purchase from savings from the purchase of the Collections Roll-off trucks which came in under budget. An additional \$15,000 was added to the fund line, fully covering the cost of purchase for this unit.

OPTIONS:

1) Approve purchase from Excel Truck Group as the delivering dealer for the Rear Loader Truck in the amount of \$138,993.00, inclusive of delivery, taxes, and fees; or

2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

Georgetown County received three (3) quotes for the procurement of a Rear Loader Truck for Recycling Collection. Staff has reviewed and evaluated all quotes and finds the quote from Excel Truck Group meets all required specifications at the lowest cost. The NCSA Cooperative Contract pricing provided by Excel Truck Group was found to be the lowest price quoted at \$138,993.00. Based on the aforementioned, staff recommends award go to the lowest bidder, Excel Truck Group, for a total amount of \$138,993.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Vehicle/Equipment Procurement Approval	Cover Memo
▢ Quote from Excel Truck Group	Cover Memo
▢ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▢ DRAFT PO# 2020-449	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement # 19-070

Procurement for: Rear Loading Truck for Recycling Collection

Department: Public Services – 308 – ESD Recycling

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 135,500 FY 20 20

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

☐-Cash Purchase

☒-Municipal Lease/Purchase Financing 8 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
502.308-50707	135,020 <u>135,500</u>
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

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

Unit Being Replaced: Year/Make Model 2013 Freightliner Rear Loader

VIN/Serial No. 1FVACWDTNDHFA6447

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

Bank Currently Holding Title: _____

[Signature]
Department Director/Elected Official

8.13.19
Date

[Signature]
Budget Officer

8/15/19
Date

[Signature]
Purchasing

8/16/19
Date

[Signature]
Finance Director

8/19/19
Date

[Signature]
County Administrator

8/19/19
Date

Prepared by:
Bill Fuller
Excel Truck Group
2790 Shop Road
COLUMBIA, SC 29209
Phone: 803-376-4455
E-Mail: bfuller@exceltg.com

A proposal for

Georgetown County via
NC SHERIFFS ASSOCIATION
20-04-0506 Contract

Prepared by
Excel Truck Group
Bill Fuller

Feb 24, 2020

Freightliner M2 106



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

Prepared by:
Bill Fuller
Excel Truck Group
2790 Shop Road
COLUMBIA, SC 29209
Phone: 803-376-4455
E-Mail: bfuller@exceltg.com

T A B L E O F C O N T E N T S

S P E C I F I C A T I O N P R O P O S A L	3
D I M E N S I O N S	18
G V W R	20
Q U O T A T I O N	22



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

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-20M	M2 PRL-20M (EFF:04/30/19)		
Data Version			
DRL-005	SPECPRO21 DATA RELEASE VER 005		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-221	2021 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 16000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 26000.0 lbs		
Truck Service			
AA3-062	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL		

Data Code	Description	Weight Front	Weight Rear
AF3-1H9	AMICK EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-21V	CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
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Electronic Parameters

79A-075	75 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-003	PTO MODE ENGINE RPM LIMIT - 800 RPM
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
80G-002	PTO MINIMUM RPM - 700
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
133-004	ONE PIECE VALVE COVER
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS

Data Code	Description	Weight Front	Weight Rear
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		

Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

Data Code	Description	Weight Front	Weight Rear
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-026	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-021	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS

Data Code	Description	Weight Front	Weight Rear
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE		
421-588	5.88 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		

Data Code	Description	Weight Front	Weight Rear
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-003	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER - WET TANK		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-380	3800MM (150 INCH) WHEELBASE		
546-1AX	5/16X2-1/2 3X10-1/8 INCH STEEL FRAME (7.94MMX257.2MM/0.312X10.13 INCH) 50KSI	-230	60
552-007	2450MM (96 INCH) REAR FRAME OVERHANG		

Data Code	Description	Weight Front	Weight Rear
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-30	150
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.06 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.06 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 285.08		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 28.28 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 154.39 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 84.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE	
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS	
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS	

Fuel Tanks

204-195	60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	30
218-005	RECTANGULAR FUEL TANK(S)	
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS	
212-007	FUEL TANK(S) FORWARD	
664-001	PLAIN STEP FINISH	
205-001	FUEL TANK CAP(S)	

Data Code	Description	Weight Front	Weight Rear
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-001	FUEL COOLER	10	
Tires			
093-2C5	HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT TIRES	8	
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		60
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS	18	
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		36
50T-998	NO FRONT AXLE WHEEL/HUB COVER		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		

Data Code	Description	Weight Front	Weight Rear
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
469-998	NO WORK LIGHT		
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
860-004	SMART SWITCH EXPANSION MODULE

Data Code	Description	Weight Front	Weight Rear
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
714-001	FIRST AID KIT	2	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
67E-998	NO ENTRY/ACCESS/STEP WIRING		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

Data Code	Description	Weight Front	Weight Rear
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-036	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE INTERLOCK	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		

Data Code	Description	Weight Front	Weight Rear
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
329-012	FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
883-002	REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2	
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

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

Secondary Factory Options

95M-998	NO CUSTOMER FURNISHED MATERIAL SPECIFIED
---------	--

Raw Performance Data

AE4-99D	CALC'D FRAME LENGTH - OVERALL : 285.08
---------	--

Prepared by:
 Bill Fuller
 Excel Truck Group
 2790 Shop Road
 COLUMBIA, SC 29209
 Phone: 803-376-4455
 E-Mail: bfuller@exceltg.com

Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.06 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 84.45 in		

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	5980 lbs	3999 lbs	9979 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	5980 lbs	3999 lbs	9979 lbs

Extended Warranty

WAG-011 TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

Dealer Installed Options

		Weight Front	Weight Rear
99999	AMICK SUPPLIED NEW WAY VIPER 11YD REAR LOADING REFUSE BODY	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

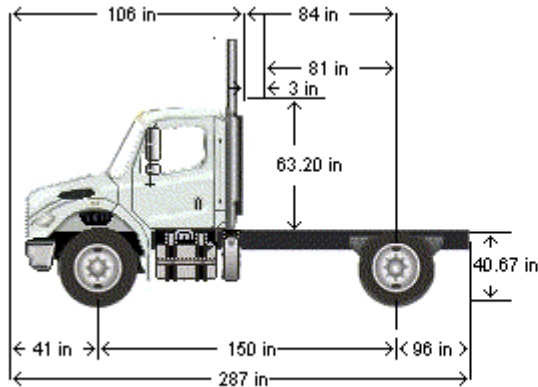


Prepared by:
Bill Fuller
Excel Truck Group
2790 Shop Road
COLUMBIA, SC 29209
Phone: 803-376-4455
E-Mail: bfuller@exceltg.com

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



D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	3800MM (150 INCH) WHEELBASE
Rear Frame Overhang (552)	2450MM (96 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared by:
 Bill Fuller
 Excel Truck Group
 2790 Shop Road
 COLUMBIA, SC 29209
 Phone: 803-376-4455
 E-Mail: bfuller@exceltg.com

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	84.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	81.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	180.6
Cab Height (CH)	63.2
Wheelbase (WB)	149.6
Frame Overhang (OH)	96.5
Overall Length (OAL)	286.9
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	40.7

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

GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Expected Front Axle(s) Load (lbs)..... 10000.0
 Expected Pusher Axle(s) Load (lbs)..... 0.0
 Expected Rear Axle(s) Load (lbs) 16000.0
 Expected Tag Axle(s) Load (lbs)..... 0.0
 Expected GVW (lbs) 26000
 Expected GCW (lbs) 0.0
 Front Axle (400)..... DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Front Suspension (620) 12,000# DUAL TAPERLEAF FRONT SUSPENSION
 Front Hubs (418) CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
 Front Disc Wheels (502) MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS
 Front Tires (093)..... HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT TIRES
 Front Brakes (402)..... MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 Steering Gear (536)..... TRW THP-60 POWER STEERING
 Rear Axle (420) DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
 Rear Suspension (622)..... 23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
 Rear Hubs (450) CONMET PRESET PLUS PREMIUM IRON REAR HUBS
 Rear Disc Wheels (505)..... MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
 Rear Tires (094) HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES
 Rear Brakes (423) . MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 Pusher / Tag Axle (443) NO PUSHER OR TAG AXLE
 Pusher / Tag Suspension (626) NO PUSHER OR TAG SUSPENSION
 Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
 Pusher/Tag Disc Wheels (509) NO PUSHER/TAG DISC WHEELS
 Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES
 Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

Prepared by:
 Bill Fuller
 Excel Truck Group
 2790 Shop Road
 COLUMBIA, SC 29209
 Phone: 803-376-4455
 E-Mail: bfuller@exceltg.com

	Front	Rear
Axle Component Weight Ratings		
Axles	10000	21000
Suspension	12000	23000
Hubs	14700	26000
Brakes	13200	18000
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	10000	18000
GAWR (per axle system)	10000	18000
Expected Load (per axle system)	10000	16000
Vehicle GVWR Summary		
Calculated GVWR	26000	
Expected GVWR	26000	
All weights displayed in pounds		

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

Prepared by:
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Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE 23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE 12,000# DUAL TAPERLEAF FRONT SUSPENSION 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 3800MM (150 INCH) WHEELBASE 5/16X2-1/2 3X10-1/8 INCH STEEL FRAME (7.94MMX257.2MM/0.312X10.13 INCH) 50KSI 2450MM (96 INCH) REAR FRAME OVERHANG
--	--

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	74,051	\$	74,051
EXTENDED WARRANTY		\$	400	\$	400
DEALER INSTALLED OPTIONS		\$	63,986	\$	63,986
CUSTOMER PRICE BEFORE TAX		\$	138,437	\$	138,437

TAXES AND FEES

TAXES AND FEES	\$	556	\$	556
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	138,993	\$	138,993
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COMMENTS:

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

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

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

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.






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

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

Date: 2/26/2020

Re: Recommendation for Purchase #19-170: Rear Loader for Recycling Collection

Georgetown County is requesting replacement of one 2013 Freightliner Rear loader with one (1) 2020 Freightliner M2 106 with 11RL Viper Rear Loader for use in the Environmental Services Division. The cost of this equipment is a fully budgeted expense. The unit was budgeted at \$135,500; additional funds are being utilized for this purchase from savings from the purchase of Collections Roll-off trucks that came in under budget. An additional \$15,000 was added to the fund line, fully covering cost of purchase for this unit.

Competitive pricing was received from several manufacturers on cooperative purchase agreements. Both units have identical cab and chassis, the difference is in the rear loading bodies and car tipping accessories. Those bodies are provided by Amick Equipment and Pak-Mor. The Pak-Mor body and barker cart tipper is from a new manufacturer with an unknown track record for service and parts. Additionally, we received pricing on equivalent units from suppliers on different cooperative purchase agreements to obtain the best pricing.

Based on the aforementioned, I recommend the purchase of the 2020 Freightliner M2 106 with 11RL Viper body from Excel Truck Group of Columbia, SC for \$138,993 on the North Carolina Sheriffs Association Cooperative Purchase Agreement contract number 20-04-0506.



DRAFT

Bill To

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

Ship To

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

Purchase Order

No. 2020-00000449

03/03/20

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

Vendor 1101605 EXCEL TRUCK GROUP a/k/a COLUMBIA
TRUCK CENTER

Contact

EXCEL TRUCK GROUP a/k/a COLUMBIA TRUCK CENTER
ATTN: Bill Fuller
1450 BLUFF ROAD
COLUMBIA, SC 29201

Deliver by**Ship Via**

VEND

Freight Terms

F.O.B: DESTINATION

Originator

Gina Speight

Resolution Number

19-170 NCSA Contract

Invoice Terms

N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
138993.0000	\$/US	2020 Freightliner		\$1.0000	\$138,993.00
Item Description 2020 Freightliner M6 with 11RL Viper Rear Loader					
G/L Account		Project		Amount	Percent
502.308-50707 (Machinery & Equipment)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	2/28/2020	Gina Speight
2	Dept Head	2/28/2020	Michelle Larocco
3	Director	2/28/2020	Ray Funnye
4	Purchasing	3/3/2020	Nancy Silver

Subtotal \$138,993.00**Sales Tax** \$0.00**Total Due** \$138,993.00

SIGNATURE

SIGNATURE

Special Instructions

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

Contract ID: _____ Membership # _____

Order/Quotation# _____ Order Date: _____

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

Item Number: 6.c
Meeting Date: 3/10/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-086, Pond Road Drainage Improvements

CURRENT STATUS:

The Pond Road Drainage Improvements was prompted by the continuous work needed due to reoccurring sinkholes. Pond Road has 4 locations that have reoccurring sinkholes that require patch and repair by Georgetown County Public Works. After the sinkholes continuing to worsen, Georgetown County Public Services had the stormwater system CCTV'd and the video showed multiple pipe separations throughout the system. This project will install cured-in-placed pipe to repair these separations.

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 a total of eight (8) bids received with the total of the Base Bid, Option 1 plus Option 2 listed below:

- 1) Stokes Plumbing, LLC of Florence, SC @ \$753,920.25;
- 2) Greenwall Construction Service, Inc. of Myrtle Beach, SC @ \$755,770.16;
- 3) Associates Roofing of Murrells Inlet, SC @ \$1,304,104.50;
- 4) AM-Liner East Inc. of Berryville, VA @ \$717,551.50
- 5) Green Wave Contracting of Georgetown, SC @ \$711,217.20
- 6) Vortex Services, LLC of Greenville, SC. @ \$989,593.00
- 7) TruLuck Construction of Charleston, SC @ \$770,450.63
- 8) IPR Southeast, LLC of Stone Mountain GA @ \$661,253.00

The Base bid is to install CIPP to the listed pipes and repair sinkholes.

Option 1 is to install CIPP from downstream end to upstream end.

Option 2 is to mill and overlay the road from the downstream end to the upstream end of the project.

Since bids came in under the projected budget, all 3, base bid plus option #1 plus option #2 are recommended for award by staff.

FINANCIAL IMPACT:

This project is fully funded in GL Account Number 504-901-50705 with a budget up to \$1,027,210.00.

OPTIONS:

- 1) Award a Construction Contract to IPR Southwest, LLC for the base bid amount plus Option #1 and Option #2 for a total amount of \$661,253.00.

2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

The Public Services and Capital Projects departments reviewed the eight (8) bids received. All were found to be complete and responding to all required items. IPR Southeast, LLC submitted the lowest total bid in the amount of \$661,253.00. Provided references for IPR Southeast, LLC indicated that the company is capable and reputable. Therefore, award is recommended to the lowest bidder IPR Southeast, LLC.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Procurement Solicitation Approval	Cover Memo
<input type="checkbox"/> Public Bid Opening Tabulation	Cover Memo
<input type="checkbox"/> Recommendation	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 19-086

Procurement for: Pond Road Crossline Repairs

Department: Public Services

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: \$1,027,210.00 FY 20

Funds Available: ☒ YES ☐ NO ☐ Pending Budget Approval

☐ Cash Purchase

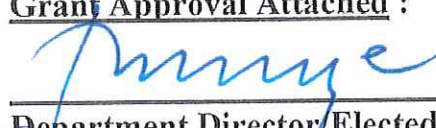
☐ Municipal Lease/Purchase Financing (-YR)

Funding Source Location	
G/L Account Number	Funding Amount
504-901-50705	\$1,027,210.00

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


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

Grant Approval Attached: ☐ YES ☐ NO


Department Director/Elected Official

DEC 11 2019

Date


Purchasing

12/12/19

Date


Finance Director

12/15/19

Date


County Administrator

12/16/19

Date



Public Bid Opening Tabulation
Bid 19-086 Pond Road Drainage
Wednesday, February 12, 2020 @ 3:30 pm

<u>OFFEROR</u>	<u>Comments</u>	<u>Bid Bond</u>
Stokes Plumbing LLC	Opt #1 \$352,610 ⁰⁰ \$291,129 ²⁵ Opt. #2 \$100,181 ⁰⁰	Yes
Associates Roofing (ARC)	\$550 \$550 ,501 ⁵⁰ Opt #1 \$657,094 ⁰⁰ Opt 2 \$97,509 ⁰⁰	Yes
JPR Southeast LLC	\$283,576 ²⁵ Opt 1 \$285,510 ⁰⁰ Opt 2 \$92,166 ⁷⁵	Yes
AM-Liner East, Inc.	\$276,764 ³⁰ Opt 1 \$353,162 ⁰⁰ Opt 2 \$87,625 ²⁰	Yes
Green Wave Contracting	\$291,491 ²⁰ Opt 1 \$334,238 ⁰⁰ Opt 2 \$85,488 ⁰⁰	Yes
Water Services LLC	\$471,944 ⁰⁰ Opt 1 \$346,673 ⁰⁰ Opt 2 \$170,976 ⁰⁰	Yes
Greenwall Construction	\$348,784 ⁶⁷ Opt. 1 \$332,183 ⁴⁸ Opt. 2 \$74,802 ⁰⁰	Yes
Trubuck Construction	\$315,926 ⁴³ Opt 1 \$321,697 ²⁰ Opt 2 \$132,867 ⁰⁰	Yes

OPENED BY: Farida Bassetti

WITNESSED BY: Shirley Fickett



Bid # 19-086 Pond Road Drainage

Bid Opening Sign up

Wednesday, February 12, 2020 @ 3:30 PM Eastern Time

PLEASE PRINT CAREFULLY

NAME	COMPANY	PHONE	E-MAIL
Peter Martin	AM-LINE EAST	540-686-2410	PMARTIN@AMLINEEAST.COM
BILL SHARPE	IFR	713-542-0373	BSHARPE@TEMMER.COM
Wesley Stokes	Stokes Trimmers	843-773-0036	wesley.stokes@stokes.com
Stacy Holland	ARC	843-357-1713	info@arcincorporated.org
Nicks Egerton	Nypipe	843-764-7064	nicks@nypipeus.com
Margaret Cook	Greenwall Const	843-236-7800	vickie@greenwallconst.com

**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 21, 2020

Re: Recommendation for Bid #19-086 Pond Road Drainage Improvements

On February 12, 2020 Georgetown County Department of Public Services received eight (8) bids for Bid #19-086 Pond Road Drainage Improvements. The scope of work includes installing of cured-in-place pipe, grouting of stormwater structures and asphalt pavement repairs located in Murrells Inlet of Georgetown County.

IPR Southeast LLC submitted the lowest complete bid with a base bid equal to \$283,576.25, Bid of Option 1 equal to \$285,510.00 and Bid of Option 2 equal to \$92,166.75 totaling \$661,253.00.

Georgetown County Department of Public Services has contacted the references listed by IPR Southeast and each stated IPR can is a capable contractor.

Based on the aforementioned, I hereby recommend that the award of Bid #19-086 Pond Road Drainage Improvements go to IPR Southeast LLC, in the amount of \$661,253.00.

Item Number: 6.d
Meeting Date: 3/10/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #20-016, Firefighter Personal Protective Equipment (116 Sets of Coats and Pants)

CURRENT STATUS:

The Firefighter Personal Protective Equipment is needed in addition to the current equipment to provide each firefighter 2 sets of gear so contaminated, wet, heavy gear can be cleaned properly and a second set of clean gear available for the next call. The new gear to be purchased has improved material that holds less heat.

POINTS TO CONSIDER:

1) These items will be procured through Newton's Fire and Safety Equipment using the Charlotte Co-operative Purchasing Alliance (CCPA) Contract #20170000731, under the existing procurement code:

Sec. 2-75. Sec. 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, § 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) Georgetown County Fire/EMS & Midway Fire Rescue have requested the purchase of Firefighter Personal Protective Equipment of 116 Sets of Coats and Pants with a total cost of \$266,732.21.

FINANCIAL IMPACT:

This request is fully funded in 79035-6006-50316 up to \$267,017.00.

OPTIONS:

- 1) Award a purchase order to Newton's Fire and Safety Equipment, for \$266,732.21.00 for 116 Sets Coats and Pants.
- 2) Decline to approve

STAFF RECOMMENDATIONS:

Chief Reed and Chief Eggiman have evaluated the PPE specifications and find that it meets the needs of both Fire/Ems Divisions. Both Chief Reed and Chief Eggiman recommend the purchase order be awarded in the amount of \$266,732.21 to Newton's Fire & Safety Equipment based on the Honeywell First Responder Clothing Specifications.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Bid Solicitation	Cover Memo
▣ Recommendation	Cover Memo
▣ Quote	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL

Procurement # 20-016

Procurement for:

Morning Pride Firefighter Personal Protective Equipment (116 sets coat & pants)

Department:

Emergency Services / County Fire/EMS & Midway Fire Rescue

Budgeted:

☒-YES ☐-NO

Estimated Cost: \$ 266,823.20

FY 20

Funds Available:

☒-YES ☐-NO ☐-Pending Budget Approval

☒-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
79035-6006-50316	\$267,017.00

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

If YES, attach a copy of the approved grant.

Grant Approval Attached : ☐-YES ☐-NO

[Signature]
Department Director/ Elected Official

2/13/2020

Date

[Signature]
Purchasing

2/18/2020

Date

[Signature]
Finance Director

2/19/2020

Date

[Signature]
County Administrator

2/19/20

Date



Georgetown County Fire /EMS

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



“Life Safety and Property Conservation”

Fire/EMS Chief
Mack Reed Jr.
Assistant Chiefs
Tony Hucks

County Administrator
Sel Hemingway

Recommendation Memorandum

To: Nancy Silver, Purchasing Officer

From: Georgetown County Fire/EMS Chief Mack Reed & Midway Fire Rescue Chief Doug Eggiman

Date: February 26, 2020

Subject: Recommendation for Firefighter Personal Protective Equipment/Clothing (PPE/Turn-out Gear)

The staff from Midway Fire Rescue and Georgetown County Fire/EMS have met and evaluated the attached PPE specifications and find that it meets the needs of both Fire/EMS divisions. We (Chief Eggiman and Chief Reed) have also met and agree that we would like to proceed with the purchase of the PPE referenced in the below quotes:

This is a Charlotte Co-operative Purchasing Alliance (CCPA) Contract 2017000731

Quote#: MFD-GCFEMS-2020-01	266,732.21
Quote#: GCFEMS-2020-04-Grant	9,199.57
Quote#: GCFEMS-2020-05-Grant	9,199.57
Quote#: GCFEMS-2020-06-Grant	<u>16,099.25</u>

Total **\$301,230.60**

Both Georgetown County Emergency Services' Fire/EMS divisions are requesting that the contract be awarded in the amount of \$301,230.60 to Newton's Fire & Safety Equipment based on the Honeywell First Responder Clothing Specifications and the four quotes attached. The PPE is budgeted through the County's CIP fund and USDA grants.



NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.

2724 Darrell Newton Drive
Graham, NC 27253
Toll Free: 800-672-5918 Fax: (336) 578-1982
FEIN: 56-1340046 DUNS: 067217844

Quotation

Date: February 24, 2020
Quote #: MFD-GCFEMS-2020-1
Purchased/Requested By: Chief Jim Crawford
Salesperson: Kenny Stratton
County: Georgetown
Payment Terms: NET/30
FOB: Destination

BILL TO: Georgetown County Purchasing
129 Screven Street
Georgetown, SC 29440

SHIP TO: Midway Fire Department
67 St. Pauls Place
Pawleys Island, SC 29585
Attn: Chief Jim Crawford

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
116	Ea	LTO-37G	MP Tails Coats as per New Spec (MFD/GCFEMS)	\$ 1,215.15	\$ 140,957.40
116	Pr	LTO-37G	MP Tails Pants as per New Spec (MFD/GCFEMS)	\$ 954.11	\$ 110,676.76

NOTE:

New Spec Is (LTO-37G) Agility Gold, Caldura SL2i, SA 4000)

TPP-39.3

THL-288

Specs will be for MFD and GCFEMS under Quotes

SCMIDW00098, SCMIDW00099

SCGGCN00024, SCGGCN00025

CHARLOTTE CO-OPERATIVE PURCHASING ALLIANCE

(CCPA) CONTRACT 2017000731

NOTES:

(Georgetown) 6.00%
Sales Total: \$ 251,634.16
Estimated Freight: \$ -
Sales Tax: \$ 15,098.05
Total: \$ 266,732.21

Item Number: 6.e
Meeting Date: 3/10/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Requesting approval for road maintenance on one private road in support of the Prince George Winyah Episcopal Church Annual Plantation Tours on April 3, 2020 and April 4, 2020.

CURRENT STATUS:

This request is for a one-time grading of the entry road to Estherville Plantation, in support of Prince George Winyah Episcopal Church Annual Plantation Tours sponsored by the Episcopal Church Women, to be held on April 3, 2020 and April 4, 2020.

POINTS TO CONSIDER:

- The Plantation owner has signed an access agreement indicating that this one-time maintenance to the entry road does not impact the status of the road as a solely private road.
- Georgetown County will not be responsible for spoils/debris removal from this one-time grading effort.
- Labor, equipment and fuel cost is estimate at \$65 per hour for grading operations.
- It is estimated that the Estherville Plantation access road will take approximately 2 hours to complete, for a total cost of \$130.00.
- County Council has approve the one-time maintenance of private roads for the Annual Plantation Tours for the past several years.

FINANCIAL IMPACT:

Estimated \$130.00 charged to the Department of Public Services road maintenance budget.

OPTIONS:

- 1) Approve staff to proceed with a one-time grading of the entry road at Estherville Plantation in preparation for the Annual Plantation Tours at a cost of appoximately \$130.00 charged to the Georgetown County Public Services road maintenance budget, or
- 2) Approve Staff to proceed with a one-time grading of the entry road at Estherville Plantation in preparation for the Annual Plantation Tours and request reimbursement for services rendered, or
- 3) Deny the request.

STAFF RECOMMENDATIONS:

Staff recommends County Council approve Option 1.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

- Request for One-Time Maintenance of Estherville Plantation Access Road Backup Material

County of Georgetown

Agreement

STATE OF SOUTH CAROLINA

The property owner below grants Georgetown County Department of Public Services and/or their designee permission to enter on said property to grade road one time in support of the Annual Plantation Tours sponsored by the Women of Prince George Church. This one time maintenance to this road in no way impacts the status of this road as a solely private road. County personnel/designee will maintain a high regard for private property and the County will not be responsible for spoils/debris removal from this one time road grading effort.

***Any cost for road material will be borne by the property owner**

Description and location of areas to be graded:

Entrance road to Estherville Plantation located at on South Island
a road near South Island Ferry

The Georgetown County Public Works Division will grade this road one time and the owner(s) agree to hold the County harmless for the work performed.

Witness Signature

Please do not grade
if the road is wet as it
turns into soup and becomes
impassable
TX BR

Property Owner's Signature

Robert L. Lumphreys
Owner's name (printed) Robert L. Lumphreys

Date 2/3/2020

Location Estherville Plantation

Tax Map Number

Acceptance: _____
Director of Public Services
(843) 545-3275

Date: _____

Item Number: 6.f
Meeting Date: 3/10/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Sheriff

ISSUE UNDER CONSIDERATION:

Georgetown County Sheriff's Office - Byrne Grant Funding Award

CURRENT STATUS:

The Georgetown County Sheriff's Office has been awarded funding for Byrne Justice Grant funding totaling \$11,864 (Byrne Grant 2019-DJ-BX-0917)

POINTS TO CONSIDER:

The Georgetown County Sheriff's Office proposes to utilize the grant funding to purchase law enforcement safety and medical equipment for patrol and other officers. Such equipment will include tourniquets and other equipment that will assist in protecting the safety and welfare of officers during response to critical incidents, investigations, homeland security threats, and natural disasters etc.

FINANCIAL IMPACT:

Receipt of Byrne Grant funding totaling \$11,864

OPTIONS:

n/a

STAFF RECOMMENDATIONS:

This report is provided as information and requires no action of Council.

Item Number: 7.a
Meeting Date: 3/10/2020
Item Type: PUBLIC HEARINGS

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:

Public Hearing on Ordinance No. 20-06.

Recommendations pertaining to the adoption of this ordinance are provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ 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: 7.b
Meeting Date: 3/10/2020
Item Type: PUBLIC HEARINGS

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:

Public Hearing on Ordinance No. 20-07.

NOTE: Recommendations pertaining to the adoption of this ordinance are provided under separate report.

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:

DESCRIPTION	UNITS	MONTHLY RATE (PER UNIT)
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 _____th DAY OF _____ 2020

John Thomas
Chairman, Georgetown County Council

ATTEST:

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

<u>Aircraft Category</u>	Daily Lease Rates	Weekly Lease Rates	Monthl y Lease Rates
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: 7.c
Meeting Date: 3/10/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

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:

Public Hearing on Ordinance No. 20-08.

NOTE: Recommendations pertaining to the adoption of this ordinance provided under separate report.

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-08 Lease Amendment	Ordinance
▣ Towerco Lease Agreement	Backup Material
▣ 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 24th DAY OF MARCH, 2020.

Chairman, Georgetown County Council

(Seal)

ATTEST:

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 (5th) 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

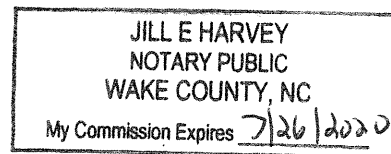
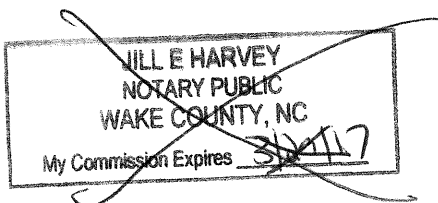


EXHIBIT “A”

DESCRIPTION OF PARENT PARCEL

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

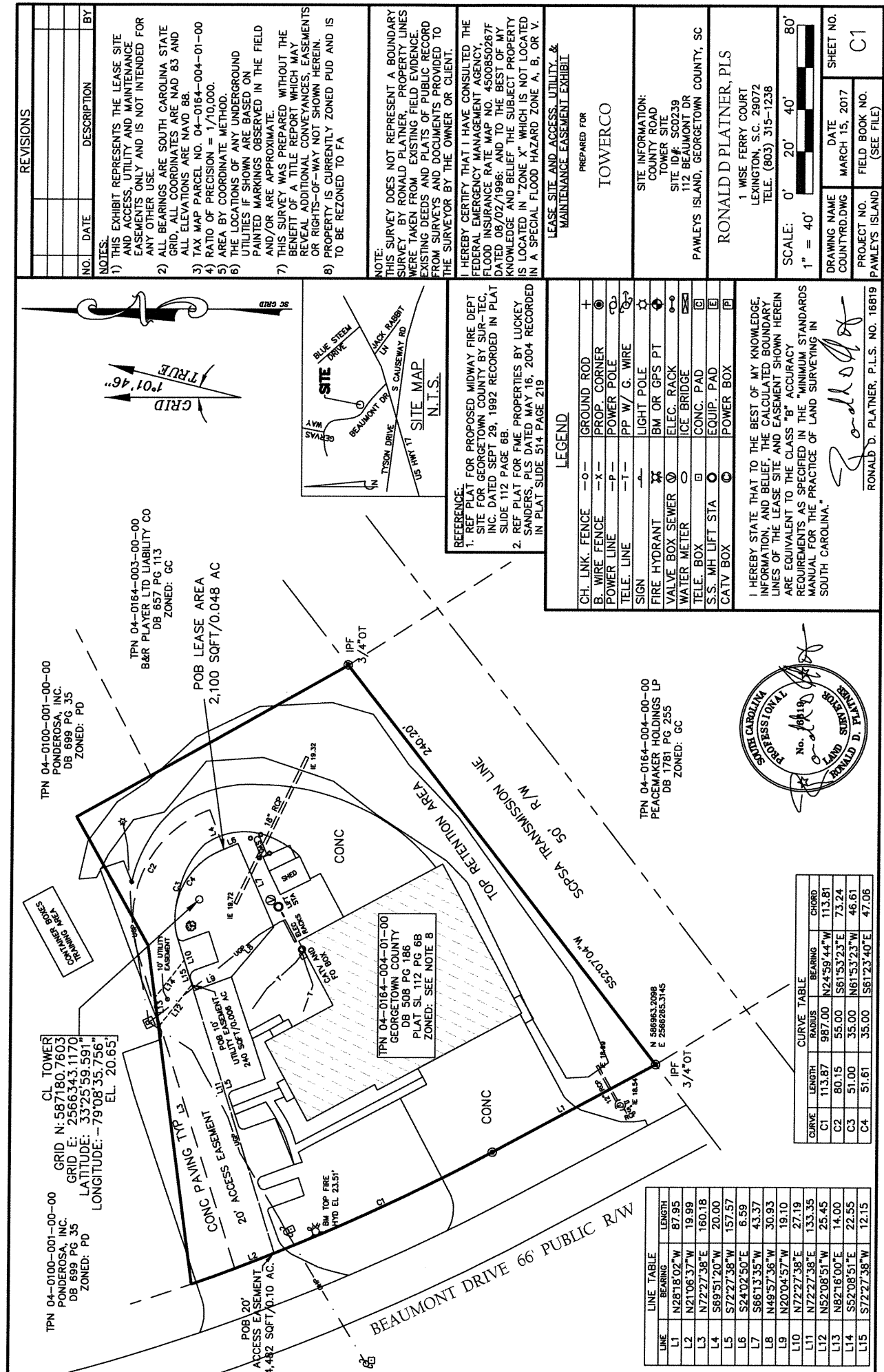
EXHIBIT “B”

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.



20' INGRESS/EGRESS EASEMENT

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 04-0184-004-00-00 WITH STATE PLANE COORDINATES N568963.2098 E2566265.3145, THENCE N2818102°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 CORD BEARING OF N2459144°W WITH A CORD BEARING OF N2459144°W TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 19.99 TO A POINT, THENCE N722738°E FOR A DISTANCE OF 19.99 TO A POINT, THENCE N210837°W FOR A DISTANCE OF 19.99 TO A POINT, THENCE N722738°E FOR A DISTANCE OF 20.00 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 73.24 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 73.24 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 20.00 TO A POINT, THENCE S722738°W FOR A DISTANCE OF 48.61 TO A POINT, THENCE S722738°W FOR A DISTANCE OF 157.57 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE 20' INGRESS/EGRESS EASEMENT CONTAINING 4.482 SQFT/0.10 AC.

LEASE AREA

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 04-0184-004-00-00 WITH STATE PLANE COORDINATES N568963.2098 E2566265.3145, THENCE N2818102°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 CORD BEARING OF N2459144°W WITH A CORD BEARING OF N2459144°W TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 19.99 TO A POINT, THENCE N722738°E FOR A DISTANCE OF 19.99 TO A POINT, THENCE N210837°W FOR A DISTANCE OF 19.99 TO A POINT, THENCE N722738°E FOR A DISTANCE OF 20.00 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 73.24 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 73.24 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 20.00 TO A POINT, THENCE S722738°W FOR A DISTANCE OF 48.61 TO A POINT, THENCE S722738°W FOR A DISTANCE OF 157.57 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE LEASE AREA CONTAINING 2,100 SQFT/0.046 AC.

10' UTILITY EASEMENT

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 04-0184-004-00-00 WITH STATE PLANE COORDINATES N568963.2098 E2566265.3145, THENCE N2818102°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 CORD BEARING OF N2459144°W WITH A CORD BEARING OF N2459144°W TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 19.99 TO A POINT, THENCE N722738°E FOR A DISTANCE OF 19.99 TO A POINT, THENCE N210837°W FOR A DISTANCE OF 19.99 TO A POINT, THENCE N722738°E FOR A DISTANCE OF 20.00 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 73.24 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 73.24 TO A POINT, THENCE S695120°W FOR A DISTANCE OF 20.00 TO A POINT, THENCE S722738°W FOR A DISTANCE OF 48.61 TO A POINT, THENCE S722738°W FOR A DISTANCE OF 157.57 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE 10' UTILITY EASEMENT CONTAINING 240 SQFT/0.006 AC.

REVISIONS

NO.	DATE	DESCRIPTION	BY

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

NOTE:
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 FROM SURVEYS AND DOCUMENTS PROVIDED TO THE SURVEYOR BY THE OWNER OR CLIENT.

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 4500850287F DATED 08/02/1996: AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SUBJECT PROPERTY IS LOCATED IN "ZONE X" WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE A, B, OR V.

LEASE SITE AND ACCESS, UTILITY, & MAINTENANCE EASEMENT EXHIBIT

PREPARED FOR

TOWERCO

SITE INFORMATION:

COUNTY ROAD
TOWER SITE
SITE ID#: SC0239
112 BEAUMONT DR
PAWLEY'S ISLAND, GEORGETOWN COUNTY, SC

RONALD D PLATNER, PLS

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

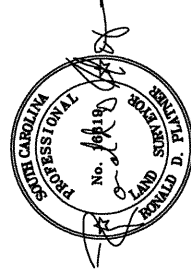
SCALE: 0' 20' 40' 80'
1" = 40'

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

LEGEND

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, 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 (5th) 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: 8.a
Meeting Date: 3/10/2020
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".

There is currently a vacancy representing Council District 2. Council member Ron Charlton has nominated Mr. TJ Brown to serve on the Fire District 1 Board. Mr. Brown has submitted an application, which is provided for Council's consideration.

Mr. William Walker currently serves on the Fire District 1 Board in a seat appointed at large. Mr. Walker's current term of service has ended, as he has requested Council's favorable consideration of reappointing him to a second term of service.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Appoint Mr. TJ Brown to serve on the Georgetown County Fire 1 District Board (representing Council District 2), and reappoint Mr. William Walker to another term on this Board.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Recommendation for the appointment of Mr. TJ Brown to serve on the Georgetown County Fire District 1 Board (representing Council District 2), and the reappointment of Mr. William Walker (serving at large).

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Fire District 1 Application - TJ Brown	Backup Material

Item Number: 8.b
Meeting Date: 3/10/2020
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Midway Fire Rescue - Board Appointments

CURRENT STATUS:

Currently, there are three (3) seats on the Midway Fire Rescue Board with terms that will expire on March 15, 2020.

POINTS TO CONSIDER:

Members of the Midway Fire Rescue Board are nominated by Council members who represent the Waccamaw Neck (Fire District 2). Three members of the Midway Fire Rescue Board are serving on terms that will expire on March 15, 2020. They are as follows:

Richard (Dick) Faulk
John Lapworth
James Mueller

A recommendation has been made to reappoint these board members to another term on the MFR Board. All are eligible for reappointment and are actively engaged in their service on the board. If reappointed, these terms will end on March 15, 2024.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify appointments to the Midway Fire Rescue Board as recommended.
2. Do not ratify the recommended appointments.

STAFF RECOMMENDATIONS:

Recommendation to re-appoint the following members to another term on the Midway Fire-Rescue Board: Richard "Dick" Faulk, John Lapworth, and James Mueller.

Item Number: 10.a
Meeting Date: 3/10/2020
Item Type: THIRD 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
4. Approve an amended text change
5. Remand to PC for further study

STAFF RECOMMENDATIONS:

Recommendation for third reading approval.

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: _____

Item Number: 10.b
Meeting Date: 3/10/2020
Item Type: THIRD 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:

Recommendation for third reading approval.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▫ 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: 10.c
Meeting Date: 3/10/2020
Item Type: THIRD 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 Hangers, 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 grant third reading approval of Ordinance No. 20-07.

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:

DESCRIPTION	UNITS	MONTHLY RATE (PER UNIT)
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 _____th DAY OF _____ 2020

John Thomas
Chairman, Georgetown County Council

ATTEST:

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

<u>Aircraft Category</u>	Daily Lease Rates	Weekly Lease Rates	Monthl y Lease Rates
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: 10.d
Meeting Date: 3/10/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

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 third reading approval and final adoption of Ordinance No. 20-08.

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 24th DAY OF MARCH, 2020.

Chairman, Georgetown County Council

(Seal)

ATTEST:

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 (5th) 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

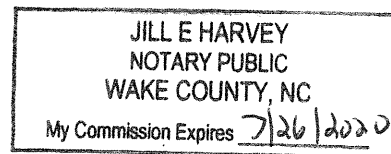
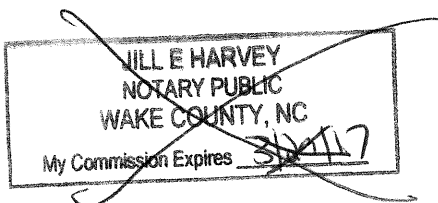


EXHIBIT “A”

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.

BEGINNING AT A 3/4" OPEN TOP PIPE ON THE PUBLIC RIGHT OF WAY OF BEAUMONT DRIVE AND ALSO THE RIGHT OF WAY OF SOPCA TRANSMISSION LINE BEING THE SOUTHWESTERN CORNER TPN 04-0184-004-00-00 WITH STATE PLANE COORDINATES NS96863.2088 EASSEMENTS, THENCE ALONG THE RIGHT OF WAY OF BEAUMONT DRIVE TO A POINT ON THE RIGHT OF WAY OF BEAUMONT DRIVE A DISTANCE OF 7.85 TO A POINT ON THE RIGHT OF WAY OF BEAUMONT DRIVE A DISTANCE OF 11.81 TO A POINT ON THE RIGHT OF WAY OF BEAUMONT DRIVE A DISTANCE OF 13.87 AND A RADIUS OF 987.00 WITH AN ARC BEARING OF N24°59'44"W FOR A DISTANCE OF 11.81 TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 19.89 TO A POINT, THENCE N10°08'37"E FOR A DISTANCE OF 13.87 TO A POINT, THENCE N12°27'38"E FOR A DISTANCE OF 18.01 TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 80.15 AND A RADIUS OF 55.00 WITH AN ARC BEARING OF S5°52'22"E FOR A DISTANCE OF 55.00 TO A POINT, THENCE ALONG A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 51.00 AND A RADIUS OF 35.00 WITH AN ARC BEARING OF N1°35'23"W FOR A DISTANCE OF 35.00 TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 73.24 TO A POINT, THENCE S09°51'20"W FOR A DISTANCE OF 20.00 TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 73.24 TO A POINT, THENCE S17°27'38"W FOR A DISTANCE OF 17.57 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE 20' INGRESS/EGRESS EASEMENT CONTAINING 4,482 SQFT OF 30.10 AC.

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 US896983.2098 E25626285.3145, THENCE N2818°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 CORD BEARING OF N2439°44'W WITH A CORD 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 163.18 FOR A DISTANCE OF 163.18 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/0.046 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 E2568263.5145, 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 CONTAINING 240 S67°0'00"E 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 FROM SURVEYS AND DOCUMENTS PROVIDED TO THE SURVEYOR BY THE OWNER OR CLIENT.

LEASE SITE AND ACCESS, UTILITY, & MAINTENANCE EASEMENT EXHIBIT

TOWERCO

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

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

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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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 58.
2. REF PLAT FOR FME PROPERTIES BY LUCKEY SANDERS, PLS DATED MAY 16, 2004 RECORDED IN PLAT SLIDE 514 PAGE 219

LEGEND			
CH. LNK. FENCE	—○—	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 (5th) 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: 11.a

Meeting Date: 3/10/2020

Item Type: SECOND 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 and located in the Town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00 and to authorize the County Administrator to Lease and Dispose of the Property in the Manner as Prescribed in Ordinance 2008-09, as Amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Main Street in the Town of Andrews, this particular parcel being approximately 0.5 acre designated as TMS No. 06-0007-050-00-00. Georgetown County Council, in the near future, will no longer need to retain the property and has no future plan for the parcel.

Georgetown County Council has been requested by the Town of Andrews to lease the building to the Town before a sale of the property for the Town's temporary city hall during the new city hall construction.

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

OPTIONS:

1. Adoption of Ordinance No. 20-10.
2. Decline to adopt Ordinance No. 20-10.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 20-10.

NOTE: A motion to amend will be required at 2nd reading to incorporate proposed text, as Ordinance No. 20-10 was introduced by title only.

ATTACHMENTS:

Description	Type
□ Ordinance No. 20-10 - Regarding Property Located in the Town of Andrews	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #20-10

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 0.5 ACRE PORTION OF LAND LOCATED IN THE TOWN OF ANDREWS, BEARING GEORGETOWN COUNTY TMS# 06-0007-050-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO LEASE AND DISPOSE OF THE PROPERTY IN THE MANNER AS PRESCRIBED IN ORDINANCE 2008-09, AS AMENDED.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Main Street in the Town of Andrews, this particular parcel being approximately 0.5 acre designated as TMS: 06-0007-050-00-00; and

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

WHEREAS, Georgetown County Council has been requested by the Town of Andrews to lease the building to the Town before a sale of the property for the Town's temporary city hall during the new city hall construction; and

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

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

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 0.5 ACRE PORTION OF TMS# 06-0007-050-00-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH ORDINANCE 2008-09.
2. SHOULD THE TOWN OF ANDREWS NEED THE BUILDING FOR A TEMPORARY CITY HALL IN THE NEAR FUTURE, THE BUILDING MAY BE LEASED TO THE TOWN, AS IS WHERE IS, FOR A DEFINITE PERIOD OF TIME PRIOR TO THE COUNTY DISPOSING OF THE PROPERTY.

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

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

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

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____(Seal)
John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #20-10, has been reviewed by me and is hereby approved as to form and legality.

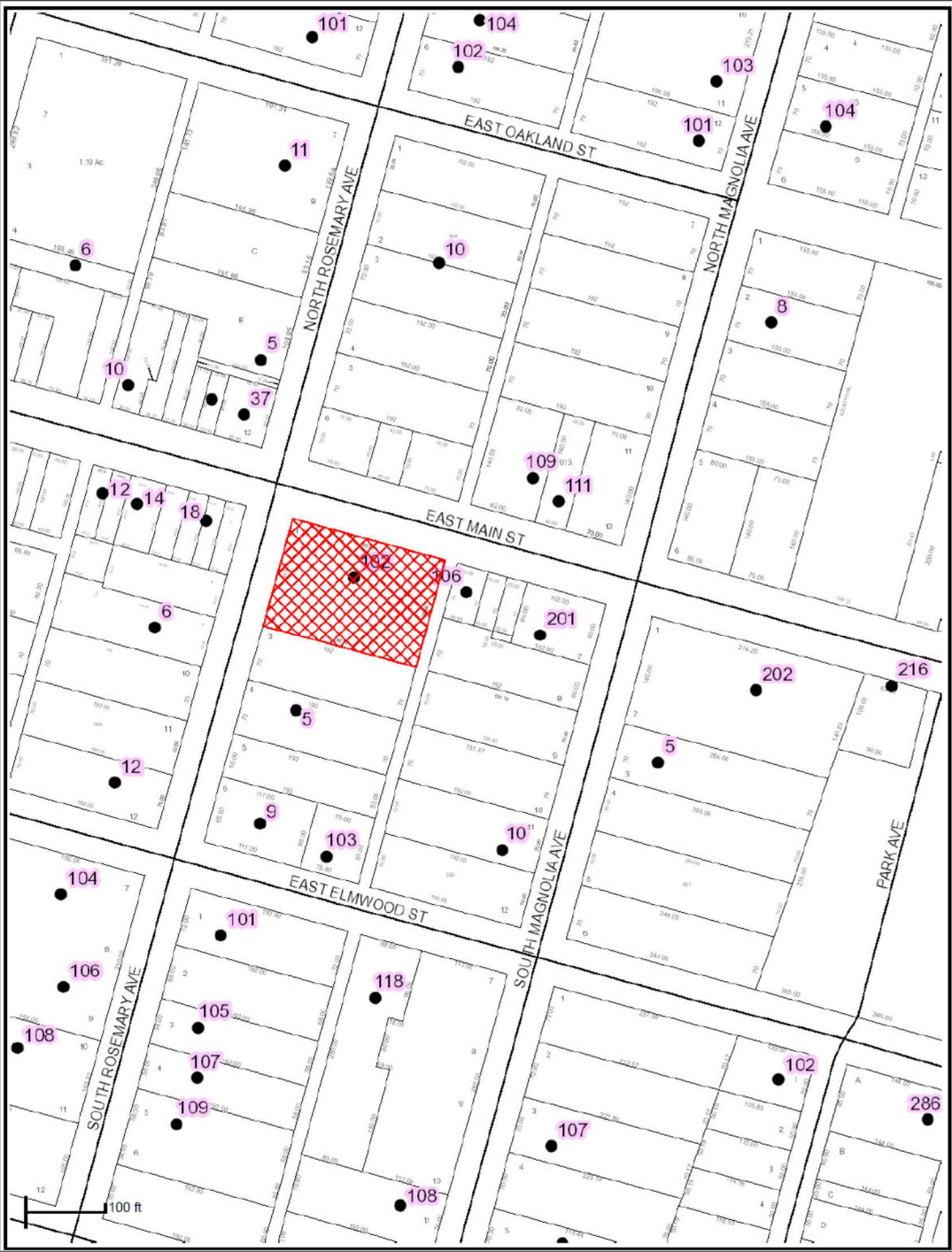
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

EXHIBIT A



Item Number: 12.a
Meeting Date: 3/10/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-11 - An ordinance to amend the Future Land Use map regarding approximately 2.27 acres located at 855 N. Morgan Avenue outside of Andrews from Commercial to Medium Density Residential.

A rezoning request was received from Wendell Powers as agent for the Kindley Family Trust to rezone approximately 2.27 acres from General Commercial (GC) to 10,000 Square Feet Residential (MR-10). The property is located at 855 N. Morgan Avenue just outside of Andrews. Tax map number 02-0122-069-00-00. (Case Number REZ 1-20-24399).

A future land use map amendment is needed to facilitate this request.

CURRENT STATUS:

The Future Land Use map designates this property as commercial.

POINTS TO CONSIDER:

On February 20th, the Planning Commission voted unanimously to recommend approval to rezone this tract from General Commercial (GC) to 10,000 Square Feet Residential (MR-10).

The Commission also voted unanimously to recommend approval to redesignate this 2.27 acre tract from commercial to medium density residential on the Future Land Use map in order to facilitate this request.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<div data-bbox="162 186 180 212">▣</div> Ordinance No 20-11 FLU Map for N Morgan Ave, Andrews	Ordinance
<div data-bbox="162 241 180 266">▣</div> Kindley FLU attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-11

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY A 2.7 ACRE PARCEL LOCATED AT 855 N. MORGAN AVENUE OUTSIDE OF ANDREWS AND FURTHER IDENTIFIED AS TAX MAP PARCEL 02-0122-069-00-00, FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of a 2.7 acre parcel located at 855 N. Morgan Avenue outside of Andrews and further identified as tax map parcel 02-0122-069-00-00 from commercial to medium density residential.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2020.

John Thomas (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-11 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: _____

RESOLUTION

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

WHEREAS, Wendell Powers, as agent for Kindley Family Trust, filed a request to rezone a 2.27 acre tract located at the intersection of East Stamper Road and North Morgant Avenue near the Town of Andrews from General Commercial (GC) to 10,000 Square Feet Residential (MR-10); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 02-0122-069-00-00 as medium density residential.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____, seconded by _____, and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Kindley Family Tr Property FLU REZ 1-20-24399

Legend

Streets

— <all other values>

Maintained By

County

Private

State

Kindley Family Trust

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

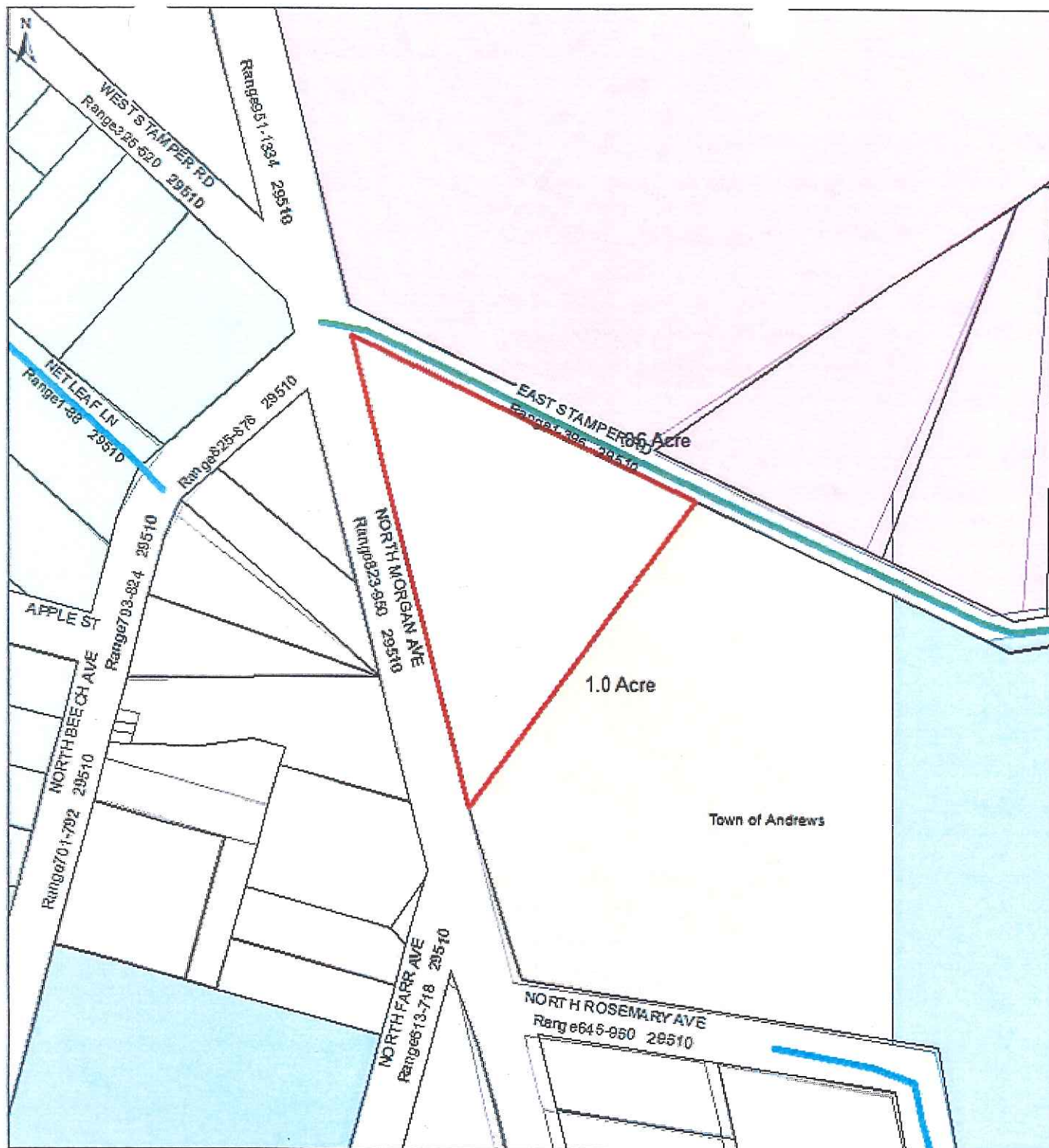
TOWN OF PI

TRANSITIONAL

Municipalities

0 55 110 220 330 440 Feet

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



Item Number: 12.b
Meeting Date: 3/10/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-12 - To rezone 2.27 acres located at 855 N. Morgan Avenue near Andrews, identified as TMS 02-0122-069-00-00, from General Commercial (GC) to 10,000 Square Feet Residential (MR-10).

A rezoning request was received from Wendell Powers as agent for the Kindley Family Trust to rezone approximately 2.27 acres from General Commercial (GC) to 10,000 Square Feet Residential (MR-10). The property is located at 855 N. Morgan Avenue just outside of Andrews. Tax map number 02-0122-069-00-00. (Case Number REZ 1-20-24399).

CURRENT STATUS:

The parcel is currently zoned General Commercial (GC) and is vacant. The site contains an approximately 20 foot wide power line right of way that extends the length of the parcel.

POINTS TO CONSIDER:

1. The property is triangular in shape with the largest frontage along North Morgan Avenue (Highway 41) and additional frontage along East Stamper Road (an unimproved right of way to the north.)
2. The western half of the tract is in Flood Zone X and the eastern half is in an unnumbered Flood Zone A. About half of the tract will be in the Flood Zone AE on the proposed new flood maps.
3. The adjacent tract to the north is zoned Forest and Agriculture (FA). Tracts to the immediate east, west and south are zoned General Commercial (GC). 10,000 Square Foot Residential (MR-10) zoning is located to the northwest along West Stamper Road and North Beech Avenue.
4. Properties to the north, east and south of the site are vacant. Surrounding uses to the west and northwest are commercial and single family residential.
5. MR-10 zoning allows for single family dwellings including mobile homes and accessory dwellings on lots larger than 12,000 square feet. The current GC zoning also allows for single family dwellings, however the applicant indicated that the 25' front yard setback of the MR-10 district will allow for greater flexibility in subdivision design than the 50' front yard setback of the GC district.
6. The Georgetown County FLU map designates this property as commercial. The nearest medium density residential designation is just northwest of this tract where the existing MR-10 zoning is located. An amendment to the map is needed to facilitate this request.

7. Staff recommended approval for rezoning this tract from GC to 10,000 Square Feet Residential (MR-10) based on the adjacent MR-10 zoning and the nearby residential uses. An amendment to the FLU map from commercial to medium density was also recommended.

8. The Planning Commission held a public hearing on this issue at their February 20th meeting. No one but the applicant came forward to speak. The Commission voted unanimously to recommend approval for the rezoning request. They also recommended amending the FLU map for this tract from commercial to medium density residential.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▣	Ordinance No 20-12 Rezoning for N Morgan Avenue in Andrews	Ordinance
▣	Kindley attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-12

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 02-0122-069-00-00 LOCATED AT 855 N. MORGAN AVENUE JUST OUTSIDE OF ANDREWS FROM GENERAL COMMERCIAL (GC) TO 10,000 SQUARE FOOT RESIDENTIAL (MR-10).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 02-0122-069-00-00 LOCATED AT 855 N. MORGAN AVENUE JUST OUTSIDE OF ANDREWS FROM GENERAL COMMERCIAL (GC) TO 10,000 SQUARE FOOT RESIDENTIAL (MR-10) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

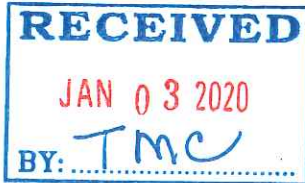
This Ordinance, No. 20-12 has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Legal Counsel for Georgetown County

First Reading: _____

Second Reading: _____

Third Reading: _____



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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: TM 02-0122-069-00-00

Street Address: 855 N. MORGAN AVENUE

City / State / Zip Code: ANDREWS, S.C. 29510

Lot Dimensions/ Lot Area: 2.27 ACRES

Plat Book / Page: 3493 PAGE 213

Current Zoning Classification: GC

Proposed Zoning Classification: MR 10

Property Owner of Record:

Name: KINDLEY FAMILY TRUST
PHILLIP RODNEY KINDLEY, TRUSTEE

Address: 607 N. MORGAN AVENUE

City/ State/ Zip Code: ANDREWS, S.C. 29510

Telephone/Fax Numbers: 843-340-5358
" - 264-7117

E-mail: phillipkindley@hotmail.com

Signature of Owner / Date: *PR Kindley* / 01/02/2020

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

Agent of Owner:

Name: WENDELL C. POWERS

Address: P.O. Box 376

City / State / Zip Code: GEORGETOWN, S.C. 29442

Telephone/Fax: 843-546-4000 OR 843-344-0867

E-mail: georgetown.survey@yahoo.com

Signature of Agent/ Date: Wendell C. Powers 1-02-20

Signature of Property Owner: *PR Kindley*

Contact Information:

Name: WENDELL C. POWERS

Address: P.O. Box 376 GEORGETOWN, S.C. 29442

Phone / E-mail: 843-344-0867 georgetown.survey@yahoo.com

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

Owner desires to divide tract into (8) eight lots, 10,000 Sq. Ft + each. Setbacks for Front for GC ZONING OF 50' diminish buildable area very negatively, therefore rezoning to MR10 would allow for increased area for structures and is also a contiguous zoning to the North West of Tract.

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the

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

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

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

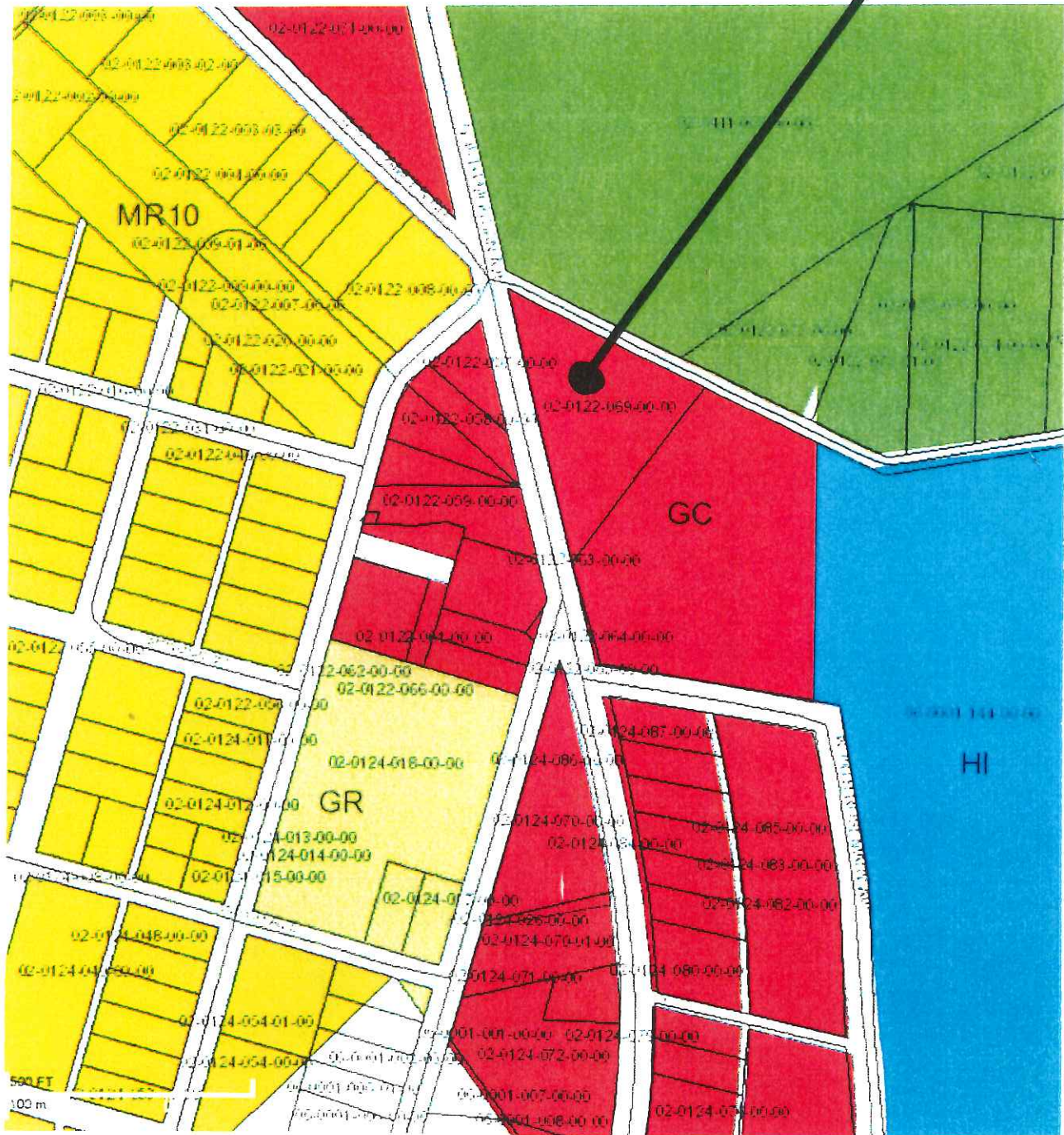
Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

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

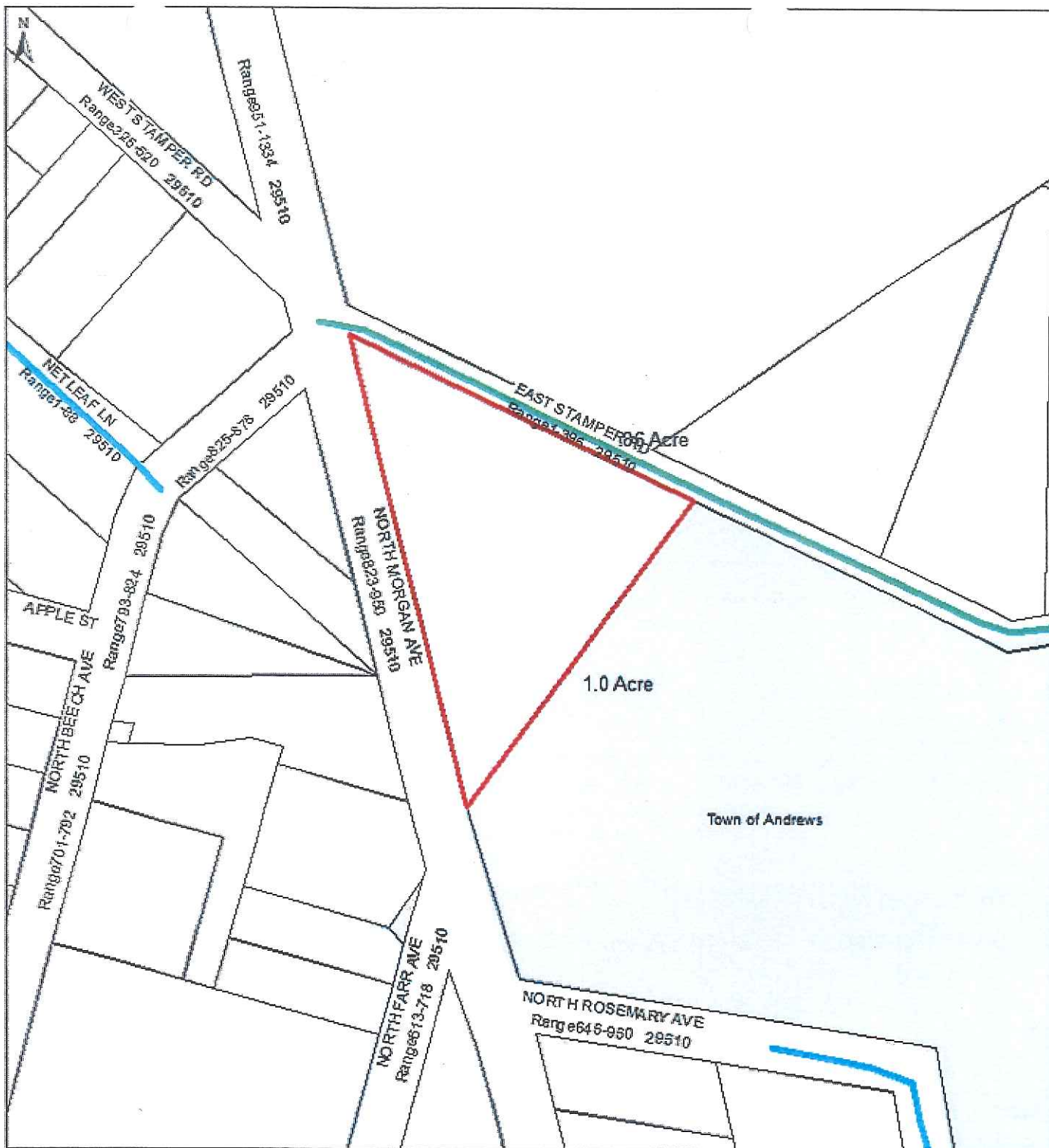
A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

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

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



Kindley Family Tr
Property Location
REZ 1-20-24399



Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Kindley Family Trust

Lot Lines

Railroads

Landmarks

Municipalities

0 55 110 220 330 440 Feet

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

West Stamper Rd
Range 216-620 29610

North Morgan Ave
Range 823-650 29610

East Stamper Rd
Range 216-620 29610

North Rosemary Ave
Range 645-950

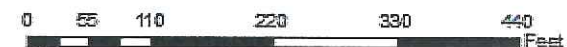
North Beech Ave
Range 703-111

Apple St
Range 703-111

North Farr Ave
Range 613-718 29610

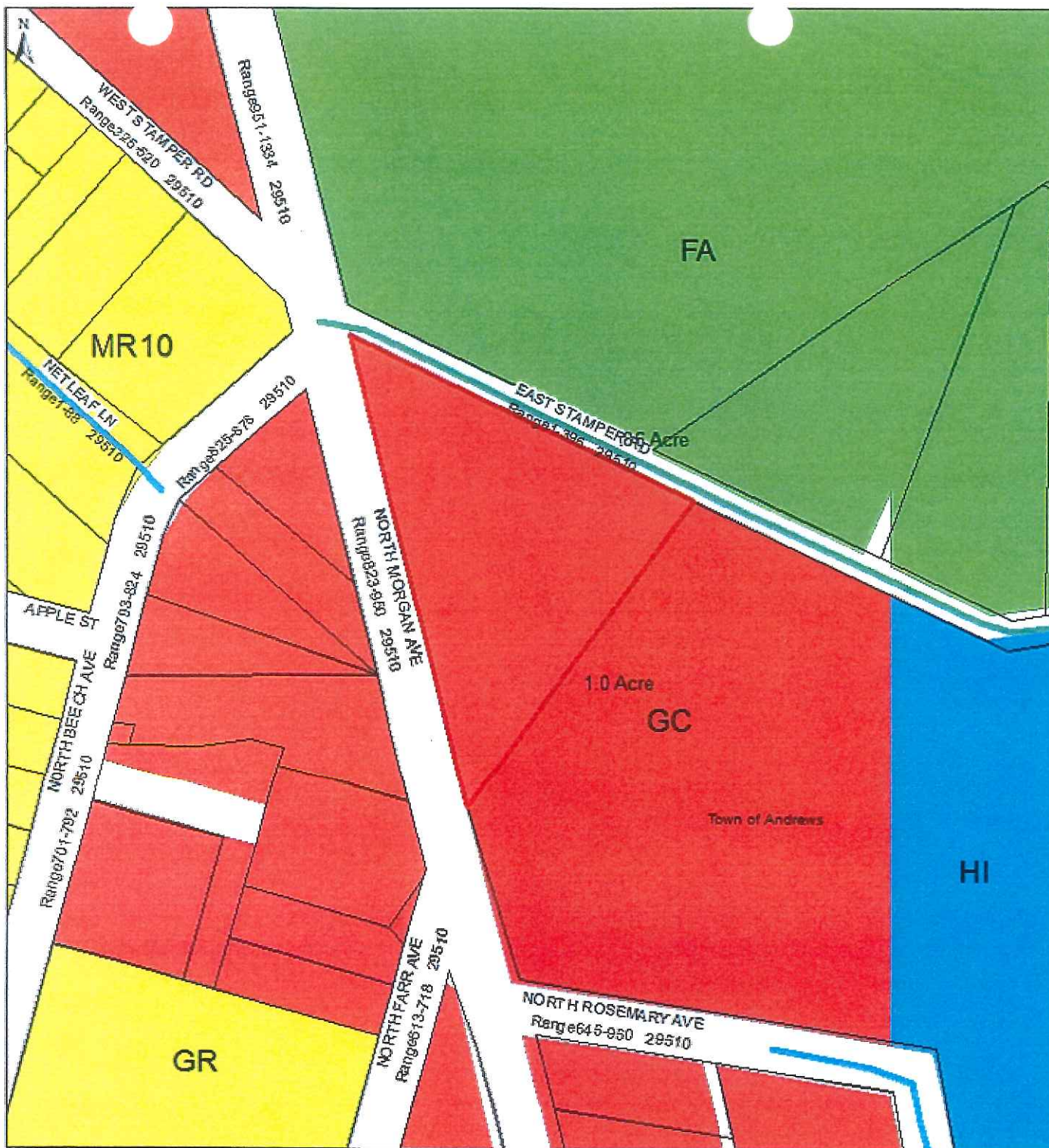
0.10 Acre

Municipalities



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Kindley Family Tr Property Zoning REZ 1-20-24399



Legend

Streets

all other labels

Maintained By

County

Private

State

Kindley Family Trust

Lot Lines

Railroad

Landmarks

Zoning

DISTRICT

City of Georgetown

CP

FA

PA/C

PA/R

GC

GR

GRS

H

LI

MHP

MR10

NC

OC

PA

PD

RI

RI2AC

RI3

RI4C

RI5

RI6AC

RI7

RI8

RI9

RI10

RI11

RI12

RI13

RI14

RI15

RI16

RI17

RI18

RI19

RI20

RI21

RI22

RI23

RI24

RI25

Municipalities

0 55 110 220 330 440 Feet

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Kindley Family Tr
Property FLU
REZ 1-20-24399

Legend

Streets

— <all other values>

Maintained By

— County

— Private

— State

— Kindley Family Trust

— Lot Lines

— Railroads

◆ Landmarks

Future Landuse

FUTURE_LAN

— CITY OF GEORGETOWN

— COMMERCIAL

— CONSERVATION PRESERVATION

— EASEMENT

— HIGH DENSITY RESIDENTIAL

— INDUSTRIAL

— LOW DENSITY RESIDENTIAL

— MEDIUM DENSITY RESIDENTIAL

— POND

— PRIVATE RECREATIONAL

— PUBLIC RECREATIONAL

— PUBLIC/SEM-PUBLIC

— TOWN OF ANDREWS

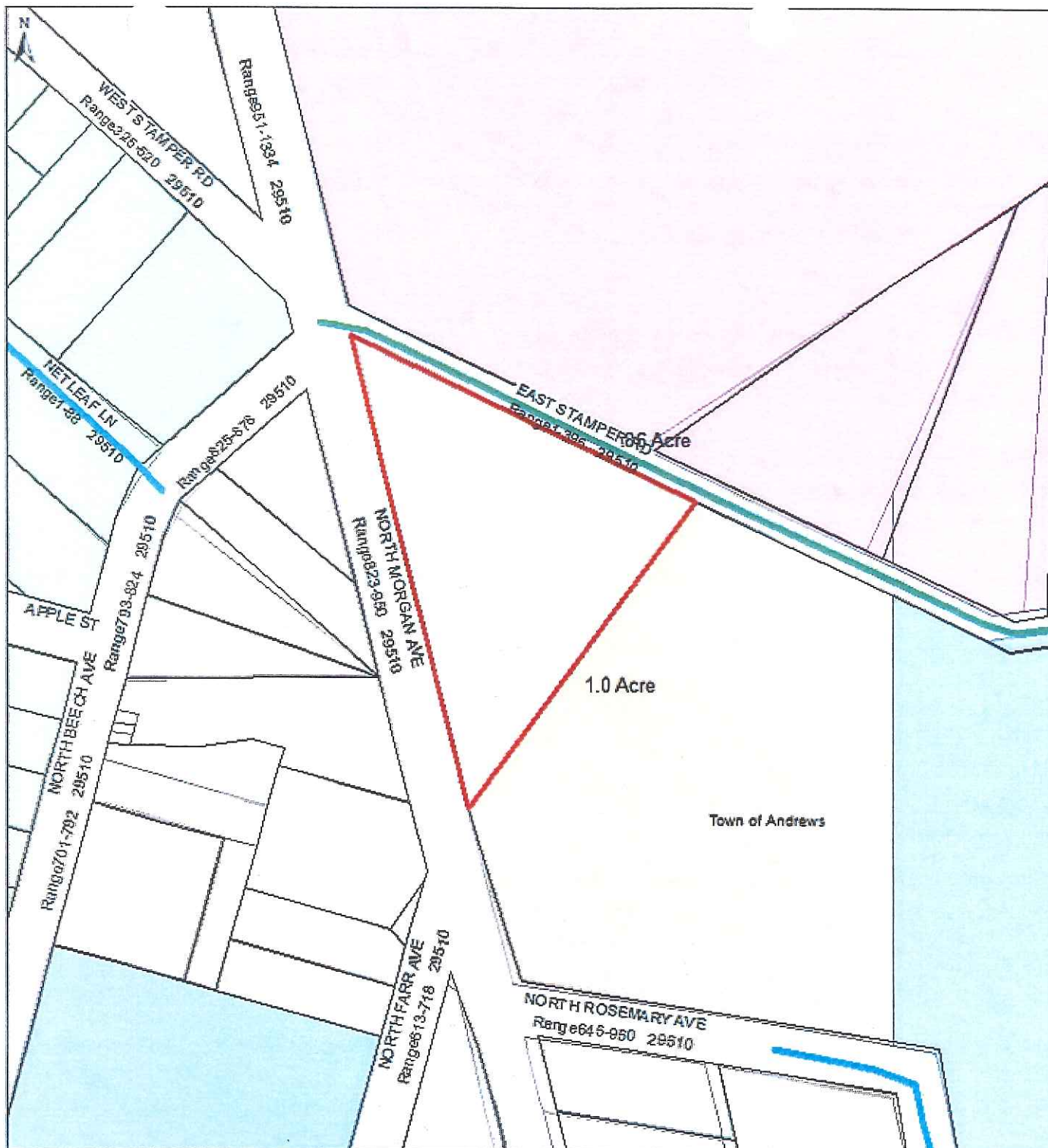
— TOWN OF PI

— TRANSITIONAL

Municipalities

0 55 110 220 330 440 Feet

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



NOTES

ZONING - GC

FLOOD ZONES - A AND X

SETBACKS:

FRONT - 50'

SIDE - 10'

REAR - 15'

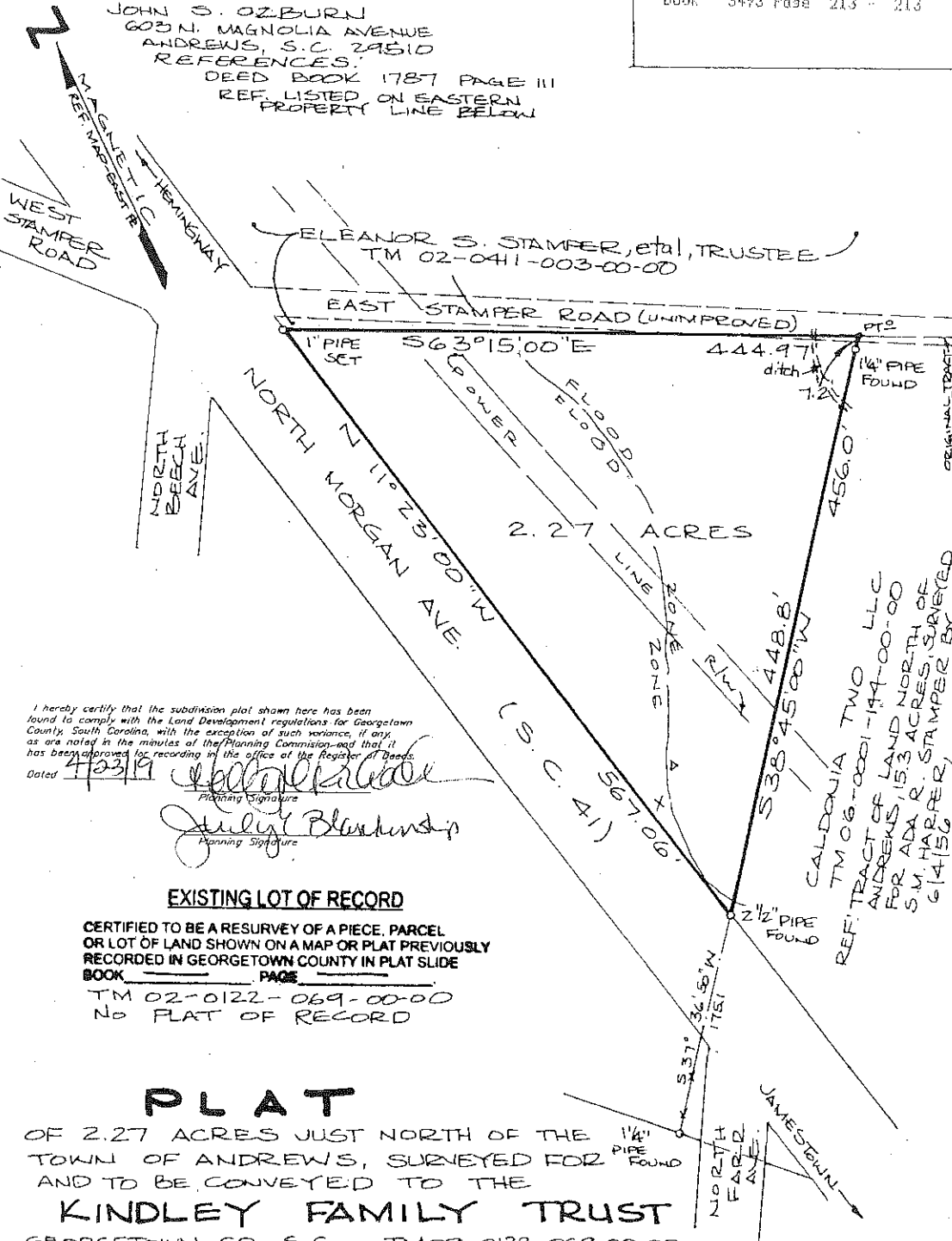
OWNER:

JOHN S. OZBURN
603 N. MAGNOLIA AVENUE
ANDREWS, S.C. 29510

REFERENCES:

DEED BOOK 1787 PAGE III
REF. LISTED ON EASTERN
PROPERTY LINE BELOW

201900004010
Filed for Record in
GEORGETOWN SC
MARLENE MCCONNELL, REGISTER OF DEEDS
04-24-2019 At 03:14:21 PM.
PLAT/RECORD 5.00
Book 3493 Page 213 - 213



I hereby certify that the subdivision plat shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variance, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Register of Deeds.

Dated 4/23/19

[Signature]
Planning Signature
[Signature]
Planning Signature

EXISTING LOT OF RECORD

CERTIFIED TO BE A RESURVEY OF A PIECE, PARCEL OR LOT OF LAND SHOWN ON A MAP OR PLAT PREVIOUSLY RECORDED IN GEORGETOWN COUNTY IN PLAT SLIDE BOOK _____ PAGE _____

TM 02-0122-069-00-00
No PLAT OF RECORD

PLAT

OF 2.27 ACRES JUST NORTH OF THE TOWN OF ANDREWS, SURVEYED FOR AND TO BE CONVEYED TO THE KINDLEY FAMILY TRUST

GEORGETOWN CO., S.C. TM 02-0122-069-00-00
SCALE: 0 50 100 200
ONE INCH = 100' APRIL 8, 2019

POWERS LAND SURVEYING
602 FRONT STREET
GEORGETOWN, S.C. 29440 (843) 546-4000

[Signature]
WENDELL C. POWERS
S.C.P.L.S. #5303



I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B as specified therein; also there are no visible encroachments or projections other than shown.



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Wendell Powers as agent for Kindly Family Trust to rezone 2.27 acres from General Commercial (GC) to 10,000 Square Feet Residential (MR-10). The property is located at 855 N. Morgan Avenue in Andrews. TMS #02-0122-069-00-00. Case # REZ 1-20-24399.

The Planning Commission will be reviewing this request on **Thursday, February 20, 2020 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

RESOLUTION

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

WHEREAS, Wendell Powers, as agent for Kindley Family Trust, filed a request to rezone a 2.27 acre tract located at the intersection of East Stamper Road and North Morgant Avenue near the Town of Andrews from General Commercial (GC) to 10,000 Square Feet Residential (MR-10); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 02-0122-069-00-00 as medium density residential.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____, seconded by _____, and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 12.c
Meeting Date: 3/10/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 20-13 - AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AND TERM EXTENSION OFF OF GRATE AVENUE FOR CONTINUED MAINTENANCE OF A CROWN CASTLE COMMUNICATIONS TOWER

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain property located on Grate Avenue, in Pawleys Island, South Carolina (Pawleys Island Recycling Center). Crown Castle d/b/a Global Signal Acquisitions LLC pursuant to a previous lease document is desirous of extending the lease with a new lease document for another 5 years, with optional renewal periods for the purpose of maintaining a wireless communications tower.

OPTIONS:

1. Adoption of Ordinance No. 20-13.
2. Do not adopt Ordinance No. 20-13.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 20-13.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 20-13 Authorizing Property Lease on Grate Avenue	Ordinance
▣ Tower Lease Agreement	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO 20-13

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AND TERM EXTENSION OFF OF GRATE AVENUE FOR CONTINUED MAINTENANCE OF A CROWN CASTLE COMMUNICATIONS TOWER

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located on Grate Avenue, situate in Pawleys Island, South Carolina and known as the Pawleys Island Recycling Center; and

WHEREAS, Crown Castle d/b/a Global Signal Acquisitions LLC pursuant to a previous lease document is desirous of extending the lease with a new lease document for another 5 years, with optional renewal periods for the purpose of maintaining a wireless communications tower; and

WHEREAS, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to enter into the new lease agreement with the Lessee for another 5 years with associated renewal terms as evidenced in the Lease Agreement; and

WHEREAS, a public hearing on said lease agreement was held _____, 2020.

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

That Georgetown County enter into the updated lease document, Exhibit A.

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

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect. This ordinance shall take effect upon third reading final approval of this ordinance.

DONE, RATIFIED AND ADOPTED THIS __th DAY OF _____, 2020.

Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 20-13, has been reviewed by me and is hereby approved as to form and legality.

Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

EXHIBIT A

GROUND LEASE AGREEMENT
STATE OF SOUTH CAROLINA

THIS GROUND LEASE AGREEMENT (the "Agreement") is made as of the date of the final signature below, by and between COUNTY OF GEORGETOWN, SOUTH CAROLINA ("Lessor") and GLOBAL SIGNAL ACQUISITIONS LLC, a Delaware limited liability company ("Lessee").

1. Definitions.

"Agreement" means this Ground Lease Agreement.

"Approvals" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"Commencement Date" means the first day of the month following the month in which this Agreement was fully executed.

"Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 23 of this Agreement.

"Easements" and "Utility Easement" have the meanings set forth in Section 6 of this Agreement.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource

Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Improvements" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"Initial Term" means a period of five (5) years following the Commencement Date of this Agreement.

"Lease Term" means the Initial Term and any Renewal Terms.

"Leased Premises" means that portion of Lessor's Property consisting of a parcel of approximately ____ feet by ____ feet and ____ (____) ____ foot by ____ foot parcels for guy anchors as described in the sketch attached hereto as **Exhibit "B"**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 5.

"Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept.1, 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

"Lessor's Notice Address" means _____.

“Lessor’s Property” means the parcel of land located in the Pawley’s Island, County of Georgetown, State of South Carolina, as shown on the Tax Map of said County as Tax Parcel Number 04-0416-008-008-00-00, being further described in the instrument recorded in Georgetown County Register of Deeds in Book _____, Page _____, a copy of said instrument being attached hereto as **Exhibit “A”**.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 23 of this Agreement.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of One Thousand Nine and 56/100 Dollars (\$1,009.56) per year to be paid in equal monthly installments of Eighty-Four and 13/100 Dollars (\$84.13). After the first year of the Lease Term and every year on the anniversary of the Commencement Date thereafter (the “Adjustment Date”), the Rent shall increase by an amount equal to two percent (2%) of the monthly rent in effect for the month immediately preceding the Adjustment Date.

2. **Lessor’s Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or

building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide. Lessor shall not “knowingly” do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

3. **Lease Term.** Effective as of the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for four (4) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

4. **Rent.** Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

5. **Leased Premises; Survey.** Following completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an “as-built” survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit “B”**. The “as-built” survey shall be deemed to be incorporated into this Agreement as **Exhibit “C”** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit “C”** shall control in the event of discrepancies between **Exhibit “B”** and **Exhibit “C”**.

6. **Easements.** Conditioned upon and subject to commencement of the Lease Term, Lessor grants the following easements and rights-of-way over, under and upon Lessor’s Property to Lessee, Lessee’s employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor’s Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal

of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"** as may be amended by **Exhibit "C"**, at the sole option of Lessee, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility; and, (v) an easement for a right to install, maintain and replace guy wires, and an easement over Lessor's Property extending from each guy wire anchor point to the guy wire attachment point on the tower, as shown in **Exhibit "B"** as may be amended by **Exhibit "C"** (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

7. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with three (3) years prior written notice; however, if Lessor does not have any equipment on the Leased Premises at the time Lessee provides its termination notice, Lessee may terminate this Agreement upon one hundred eighty (180) days prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

8. Use of Property. The Leased Premises, the Easements shall be used for the purpose of, (i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

9. Removal of Obstructions. Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall dispose of any materials removed.

10. Hazardous Materials.

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims,

attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

11. **Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

12. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

13. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

14. **Eminent Domain.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any

liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

15. **Right of First Refusal.** If, during Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Premises or a perpetual easement for the Premises. If the Lessor's Notice is for more than the Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

16. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

17. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

18. **Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

19. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

20. **Interference with Lessee's Business.** Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

21. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

22. **Mortgages.** This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

23. **Default.**

(A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) **Consequences of Lessee's Default.** Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon three (3) years notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's

dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

24. Limitation on Damages. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

25. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

26. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

27. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

28. Miscellaneous.

Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this

Agreement shall not be construed as a binding offer until signed by Lessee.

Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

The County of Georgetown, South Carolina

By: _____

Print Name: _____

Print Title (if any): _____

Date: _____

LESSEE:

Global Signal Acquisitions LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Print Title (if any): _____

Date: _____

EXHIBIT “A”

[Label a recorded copy of Lessor’s deed as Exhibit “A” and insert here]

EXHIBIT “B”

[Label site sketch, including access road to Leased Premises, as Exhibit “B” and insert here]

Item Number: 16.a
Meeting Date: 3/10/2020
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: _____

Item Number: 16.b
Meeting Date: 3/10/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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:

Pending

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.

OPTIONS:

1. Adoption of Ordinance No. 20-09.
2. Decline to adopt Ordinance No. 20-09.

STAFF RECOMMENDATIONS:

Recommendation for deferral of Ordinance No. 20-09.

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-09 Approving Execution of IGA with City of Georgetown (TIF)	Ordinance
▣ IGA Commercial Corridor TIF	Backup Material

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.

BE IT ORDAINED by the County Council of the Georgetown County, South Carolina, in a meeting duly assembled:

Section 1. Findings of Fact

The County Council of Georgetown County (the “**Council**”), the governing body of the Georgetown County, South Carolina (the “**County**”), has made the following findings of fact:

(A) Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended (the “**TIF Law**”), authorizes incorporated municipalities of the State of South Carolina to provide incentives for redevelopment in areas which are, or threaten to become, blighted through the direct payment or financing of municipally-owned improvements pursuant to the provision of the TIF Law;

(B) In connection with the authorizations contained in the TIF Law and pursuant to the terms of an Ordinance of the City entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, SOUTH CAROLINA PROVIDING FOR THE ESTABLISHMENT OF A REDEVELOPMENT PROJECT AREA, THE APPROVAL OF A REDEVELOPMENT PLAN FOR THE FINANCING OF REDEVELOPMENT PROJECTS AND OTHER MATTERS RELATED THERETO” dated April 18, 2019 (the “**TIF Ordinance**”), the City approved its tax increment financing redevelopment plan (the “**TIF District**”).

(C) The County initially rejected the TIF District by an email to the City dated April 17, 2019.

(D) Despite such rejection, Section 10 of the TIF Ordinance authorized the City and the County to negotiate, execute and deliver an intergovernmental agreement between the parties regarding the terms and manner of the County’s participation in the TIF District.

(E) The County Administrator of the County (the “**Administrator**”) has negotiated the terms of an intergovernmental agreement with the City wherein the County has agreed to participate in the TIF (the “**IGA**”).

(F) The Administrator has determined to seek to review, approval, and ratification of the IGA by Council.

(G) On the basis of the foregoing, the Council hereby finds and determines that the IGA shall be authorized and approved.

Section 2. Approval and Ratification of the IGA

The Council has reviewed the IGA, the final form of which is attached hereto as Exhibit A and by and through this Ordinance does hereby approve the terms of the IGA. The IGA shall be executed and delivered on behalf of the County by either the Administrator or the Chairman of the Council. The consummation of the transactions and undertakings described in the IGA and such additional transactions and undertakings as may be determined by the Administrator in consultation with the Council to be necessary or advisable in connection therewith, are hereby approved. In connection with the execution and delivery of the IGA, the Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

Section 3. Effect

Upon the full execution of the IGA, all actions and activities by the County are deemed ratified, confirmed and approved. This Ordinance shall be enacted upon the third and final reading hereof by the Council.

DONE AND ENACTED BY COUNCIL ASSEMBLED this 24th day of March, 2020.

GEORGETOWN COUNTY COUNCIL

(SEAL)

Chairman

ATTEST:

Clerk to Council

First Reading:	February 25, 2020
Second Reading:	March 10, 2020
Public Hearing:	March 10, 2020
Third Reading:	March 24, 2020

EXHIBIT A

FORM OF
INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

(Redevelopment Plan for the Commercial Corridor TIF)

This **INTERGOVERNMENTAL AGREEMENT** (this “*Agreement*”) is dated as of the ____ day of March, 2020, and is by and between **GEORGETOWN COUNTY, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina (the “*County*”), and the **CITY OF GEORGETOWN, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina (the “*City*,” and together with the County, the “*Parties*” and each individually, a “*Party*”).

RECITALS

(a) Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended (the “*Tax Increment Financing Law*” or “*TIF Law*”), authorizes incorporated municipalities of the State of South Carolina (the “*State*”) to provide incentives for redevelopment in areas which are, or threaten to become, blighted through the direct payment or financing of municipally-owned improvements pursuant to the provision of the Tax Increment Financing Law;

(b) The Tax Increment Financing Law authorizes the City to establish a redevelopment project area (as defined in the TIF Law) and to adopt a redevelopment plan (as defined in the TIF Law) for the purpose of financing redevelopment projects, consisting of publicly-owned property and infrastructure improvements (as described in the TIF Law);

(c) Pursuant to an ordinance dated April 18, 2019 (the “*TIF Ordinance*”) the City determined that there existed within the City certain areas which were, or threatened to become, blighted; development and redevelopment of such areas would be encouraged through the City’s undertaking of certain redevelopment projects;

(d) In connection with the authorizations contained in the TIF Law and pursuant to the terms of the TIF Ordinance, the City approved its tax increment financing redevelopment plan dated April 18, 2019 (the “*Redevelopment Plan*”);

(e) The Redevelopment Plan provides for and identifies the area designated by the City as the redevelopment project area (the “*TIF District*”);

(f) The Redevelopment Plan provides a comprehensive program for the redevelopment of various areas within and surrounding the TIF District, including the identification, development, construction and acquisition of certain publicly-owned property and infrastructure improvements (the “*Redevelopment Projects*”);

(g) In order to raise the moneys necessary to construct the Redevelopment Projects, the City anticipates issuing obligations, secured by revenues generated from the incremental tax collections in the TIF District (the “*TIF Revenues*”), in one or more series, within the meaning of the TIF Law (collectively, the “*Bonds*”);

(h) The County rejected the Redevelopment Plan by an email to the City dated April 17, 2019. In the alternative, pursuant to the provisions of the TIF Law, the County and the City desire to enter into this Agreement to set forth the contractual terms under which the County will participate in the Redevelopment Plan; and

(i) The Parties hereto are now entering into this Agreement to memorialize the terms and

conditions under which the County will participate in the Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City and the County with respect to the Redevelopment Plan.

WITNESSETH:

NOW, THEREFORE, in consideration of the recitals provided above and each Party's compliance with the promises and actions set forth below, the sufficiency of which is acknowledged and approved by the Parties, the City and the County agree as follows:

Section 1. Representations and Warranties of the Parties. Each of the Parties represents and warrants that:

(a) It has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) It has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and

(c) This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

Section 2. Acknowledgments.

(a) The County acknowledges and agrees that the City has duly and legally enacted the Redevelopment Plan. Reserving the contractual rights and privileges created by this Agreement and the City's intention that this Agreement induce the County to participate in the Redevelopment Plan, the County hereby waives any objection it may have or has already made under the TIF Law as to any procedure and method utilized by the City in enacting the Redevelopment Plan and consents to its enactment subject to the terms and conditions set forth herein. The County acknowledges receipt from the City of proper notice under the TIF Law.

(b) The City acknowledges and agrees that the County's participation in the Redevelopment Plan is conditioned upon the terms and conditions established herein, including the City's agreement that no additional changes to the Redevelopment Plan shall occur after the date of this Agreement (except as authorized pursuant to Section 8 herein), and that the County would not consent to such participation in the absence of this Agreement.

(c) Subject to the City's compliance with Section 3 herein, the County consents to the contribution of all of the County TIF Revenues (as defined below) to be used to provide moneys to fund the Redevelopment Plan.

Section 3. Participation; Design; Term; Allocation; Annual Report.

(a) Participation.

(i) **County TIF Revenues.** Beginning on July 1, 2020 and subject to the limitation of Section 3(a)(iii) below, the County authorizes a contribution of 100% of the annual TIF Revenues otherwise attributable to the County (the “***County TIF Revenues***”) to the City for the purposes described in the Redevelopment Plan, subject to the limitation in Section 3(g) below, and no other purpose (including further amendments to the Redevelopment Plan).

(ii) **County TIF Millage Limit.** The millage rate used annually to determine the County TIF Revenues will be capped at the sum of (A)(1) the rate of tax millage levied by the County for operating purposes, or (2) fifty-six and three tenths (56.3) mills, whichever is less, plus (B) the rate of tax millage levied by the County Auditor for the County’s debt service (collectively, the “***County TIF Millage Limit***”).

(iii) **Allocation and Collection of County Taxes in Excess of the County TIF Millage Limit.** During each fiscal year that this Agreement is in effect, beginning with the 2020-2021 fiscal year, that portion of County’s taxes which is attributable to the rate of tax millage levied by or on behalf of the County in excess of the County TIF Millage Limit (“***Excess Millage***”) shall not be remitted to the City for deposit to the Georgetown Special Tax Allocation Fund (as defined herein), but rather shall be directly allocated and paid to the County in the same manner as all other taxes due and payable to the County.

(iv) **Special Tax Allocation Fund.** The entirety of the County TIF Revenues, excluding funds described in subsection (iii) above, will be deposited and retained in the special tax allocation fund (as described in the TIF Law and for the purposes herein, the “***Georgetown Special Tax Allocation Fund***”).

(b) **Term.** Commencing in the fiscal year beginning July 1, 2020, the Parties hereby consent to the deposit of the collection of the County TIF Revenues into the Georgetown Special Tax Allocation Fund for a period continuing until the earlier of (i) the TIF District, without further amendment, ceases to exist, or (ii) the City ceases its participation in the TIF District (the “***Participation Term***”). At the end of the Participation Term, the County’s contribution of the County TIF Revenues to the City shall immediately cease and any remaining County TIF Revenues in the Georgetown Special Tax Allocation Fund shall be distributed to the County without demand or request.

(c) **Debt issued in Lieu of Bonds.** The City reserves the right to issue general obligation bonds, utility revenue bonds or other forms of indebtedness in lieu of the Bonds. Subject to any limitations herein on the use of County TIF Revenues, if the City, in its sole discretion, determines to issue general obligation bonds, utility revenue bonds or other forms of indebtedness in lieu of the issuance of Bonds, the County TIF Revenues may be used to defray the costs of debt service on such indebtedness; such funds may be used in order to offset the actual levy of taxes or the appropriation of any other City revenues for such purpose. If general obligation bonds, utility revenue bonds or other forms of indebtedness are issued, the authorizations and limitations in this Agreement with respect to the Bonds shall apply equally to any such general obligation bonds, utility revenue bonds and any other forms of indebtedness.

(d) **Allocation of County TIF Revenues.** During the Participation Term, the Parties acknowledge that the City shall have the conclusive right to apply the County TIF Revenues to defray the costs of the Redevelopment Projects as provided under the TIF Law.

(e) No Responsibility for Shortfall. With respect to this Agreement and as provided by the TIF Law, the County shall not be responsible for any shortfalls in the amounts relative to the projections contained in the Redevelopment Plan.

(f) Annual Report. On or before January 31 of each fiscal year for the prior fiscal year, the City will provide to the County Administrator of the County (the “**County Administrator**”) a financial report detailing all funds deposited into the Georgetown Special Tax Allocation Fund for the prior fiscal year (the “**Report**”); the Report shall further include a breakout of all TIF Revenues in the form and format attached hereto as Exhibit A. In the sole discretion of the City, the information included in the Report may be reported and included as supplementary information in the City’s annual audited financial statements. The City’s back-up records of these revenues and expenditures and any other information the County may reasonably request shall be made available to the County, upon written request; if the County wishes to examine these records in more detail at its own expense the City will fully cooperate in explaining the uses to which these funds have been utilized.

(g) Prohibited Redevelopment Project. As recited in the Redevelopment Plan, one of the authorized Redevelopment Projects includes “Property Acquisition and Development.” As a condition of the County’s participation in the Redevelopment Plan under the terms of this Agreement, the Parties expressly acknowledge and agree that the term “Property Acquisition and Development” shall not be construed or interpreted so as to permit the City to undertake the construction or development of a municipal administration building, or similar municipal government building wherein the primary purpose of the such facility involves primary governmental operations, with the proceeds of any TIF Revenues, including any Bonds secured by TIF Revenues.

(h) Implementation Costs. The City shall be solely responsible for all fees, charges and costs associated with the implementation and administration of the Redevelopment Plan, including but not limited to development, execution and management of software, hardware, consulting services and other information technological infrastructure necessary to administer, levy, collect and distribute the TIF Revenues.

Section 4. Reassessment. The Parties acknowledge that the County TIF Revenues should be considered in the calculation of operating millage rates following any reassessment in order for the millage rates after reassessment to include all applicable revenue. However, in no event shall any reassessment result in numerical reduction of the millage cap described in Section 3(a)(ii)(A)(2) above.

Section 5. No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the City or the County in any other than his or her official capacity, and neither the members of the City Council of the City or the governing body of the County (as applicable), nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City or the County contained in this Agreement.

Section 6. Binding Nature of Agreement. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the governing bodies of the City and the County and their respective successors in office.

Section 7. Effect of Agreement. This Agreement constitutes and is intended by the Parties to constitute the entire agreement between the Parties, and all obligations of the Parties, each to the other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the Parties.

Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions under which the County will participate in the Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City and the County with respect to the Redevelopment Plan and the distribution of the County TIF Revenues. As between the Parties, the terms and provisions of this Agreement shall be controlling with respect to any conflicting or inconsistent provisions found in the TIF Ordinance, Redevelopment Plan, and/or any implementing ordinances or resolutions previously or hereafter enacted or promulgated. As to the County, this Agreement supersedes any prior commitments or liabilities under any former tax increment financing redevelopment plans, ordinances, implementing resolutions, agreements, settlements, or settlement documents inconsistent herewith and constitutes exclusively the obligations of the County with respect to the Redevelopment Plan.

Section 8. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all Parties hereto.

Section 9. Captions; Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 11. No Construction Against Drafter. The Parties hereby acknowledge that they have reviewed this Agreement, that each of the Parties has offered suggested changes, many of which are incorporated herein, and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of any provision of this Agreement.

Section 12. Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 13. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the Parties consent to the exclusive jurisdiction of the courts of the State, in Georgetown County, for resolution of any dispute arising hereunder.

Section 14. Further Resolutions or Ordinances. To the extent required by the laws of the State, including, but not limited to, the TIF Law, the City and the County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement and such resolutions and ordinances shall be given the full force and effect of law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and the County, by their authorized representatives, have hereunto set forth their hands as of the day first above written.

**CITY OF GEORGETOWN,
SOUTH CAROLINA**

By: _____
Its: _____

**GEORGETOWN COUNTY,
SOUTH CAROLINA**

By: _____
Its: _____

EXHIBIT A

FORM OF REPORT REGARDING TIF REVENUES

The following table shows the tax rates (in mills) for the City and all other taxing districts for the fiscal year indicated:

<u>Fiscal</u> <u>Year</u> 2021	<u>City</u>	<u>County</u>	<u>School</u> <u>District</u>	<u>Total Tax Rate (Mills)</u>
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The following table shows the tax rates (in mills) for the City and all other taxing districts within the TIF District:

<u>Fiscal</u> <u>Year</u> 2021	<u>City</u>	<u>County*</u>	<u>School</u> <u>District*</u>	<u>Total Tax Rate (Mills)</u>
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* As capped, if applicable. Does not include Excess Millage.

The following table shows the tax rates (aggregate), the total, original and incremental assessed values and the TIF Revenues within the TIF District for the fiscal year indicated.

<u>Fiscal</u> <u>Year</u> 2021	<u>Total Tax</u> <u>Rate</u> <u>(Mills)</u>	<u>Total</u> <u>Assessed</u> <u>Value</u>	<u>Original</u> <u>Assessed</u> <u>Value</u>	<u>Incremental</u> <u>Assessed</u> <u>Value</u>	<u>City</u>	<u>School</u> <u>District</u>	<u>County</u>	<u>Total</u> <u>Incremental</u> <u>Revenues</u>
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The following table shows allocation of County TIF Revenues for the fiscal year indicated:

<u>Fiscal Year</u> 2021	<u>Participation</u> <u>Amount</u>	<u>Excess Funds</u>	<u>County TIF</u> <u>Revenues</u>
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The following table shows all taxes levied and collected on taxpayers in the TIF District, and the amount of delinquent taxes collected for the fiscal year indicated. Delinquent taxes include taxes levied in prior years but collected in the year shown.

<u>Fiscal</u> <u>Year</u> 2021	<u>Taxes</u> <u>Levied</u>	<u>Actual</u> <u>Collections</u>	<u>Percentage</u> <u>Collected</u>	<u>Delinquent</u> <u>Collections</u>	<u>Total</u> <u>Collections</u>	<u>Total</u> <u>Percentage</u> <u>Collected</u>
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The following table shows the debt service requirements for TIF bonds, if any, secured by the TIF Revenues:

Period Ending <u>June 30</u>	<u>TIF Bonds</u>		Aggregate Debt <u>Service</u>
	<u>Principal</u>	<u>Interest</u>	
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
Total	<hr/>		
	<hr/>		