

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 24, 2020

5:30 PM

County Council Chambers

**GEORGETOWN COUNTY COUNCIL
Virtual Meeting - View on Georgetown County SC
Facebook Live**

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
 - 3.a Georgetown County Emergency Ordinance No. 20-15**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
- 6. CONSENT AGENDA**
 - 6.a Procurement # 19-068, Excavator for Landfill**
 - 6.b Procurement #19-072, Triaxle Dump Truck for Landfill**
 - 6.c Bid #19-071, FY20 Containers for Recycling**
 - 6.d Resolution No. 20-06 - To Declare April 2020 as Fair Housing Month in Georgetown County**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**
- 10. THIRD READING OF ORDINANCES**
- 11. SECOND READING OF ORDINANCES**
- 12. FIRST READING OF ORDINANCES**
- 13. COUNCIL BRIEFING AND COMMITTEE REPORTS**
- 14. BIDS**

15. REPORTS TO COUNCIL

15.a County Administrator Position - Employment Contract / Angela Christian

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

16.a MINUTES: Regular Council Session - March 10, 2020

16.b THIRD READING: 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.

16.c SECOND READING: 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.

16.d SECOND READING: 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).

16.e SECOND READING: 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

16.f PREVIOUSLY DEFERRED/SUSPENDED: 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.

16.g PREVIOUSLY DEFERRED/SUSPENDED: ORDINANCE NO. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Contractual - TIF Agreement with City of Georgetown

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 3.a
Meeting Date: 3/24/2020
Item Type: APPROVAL OF AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Georgetown County Council must adopt Ordinance No. 20-15 prior to moving forward.

CURRENT STATUS:

On March 16, 2020, Georgetown County adopted Emergency Ordinance No. 20-14 declaring Georgetown County in a State of Emergency.

POINTS TO CONSIDER:

It is imperative for Georgetown County government to continue to operate during its State of Emergency, however, the County must take steps to minimize the need for large gatherings in order to protect public health and safety of its citizens and the health and public safety of County staff and members of council.

South Carolina law provides that counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the county council attending, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment.

It is hereby determined that a public emergency affecting life, health, and safety does exist, and therefore, it is appropriate and necessary to suspend certain local provisions in the Georgetown County Rules of Procedure Ordinance (99-30) in order to hold council meetings electronically during the State of Emergency to ensure public services remain and the business of Georgetown County is conducted speedily and lawfully while protecting its citizens, staff, and officials from exposure to COVID-19.

OPTIONS:

1. Adoption of Georgetown County Emergency Ordinance No. 20-15
2. Decline adoption of Georgetown County Emergency Ordinance No. 20-15.

STAFF RECOMMENDATIONS:

Adoption of Georgetown County Emergency Ordinance No. 20-15

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Emergency Ordinance No. 20-15 Amended 3.24	Ordinance

STATE OF SOUTH CAROLINA

)

)

EMERGENCY ORDINANCE 20-15

COUNTY OF GEORGETOWN

)

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to 2019 Novel Coronavirus ("*COVID-19*") and declared that a State of Emergency exists in South Carolina; and

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending the suspension of large events and mass gatherings that consist of 50 people or more in order to slow the spread of COVID-19; and

WHEREAS, on March 16, 2020 Georgetown County Council, via ordinance, declared a State of Emergency in Georgetown County in order to combat the community spread of COVID-19; and

WHEREAS, while it is imperative for Georgetown County government to continue to operate during its State of Emergency the County must lead by example in taking steps to minimize the need for large gatherings in order to protect public health and safety of its citizens and the health and public safety of County staff and members of council; and

WHEREAS, the South Carolina Freedom of Information Act, SC Code of Laws 30-4-10 (the "*Act*") defines a "Meeting" as "the convening of a quorum of the constituent membership of a public body, whether corporal *or by means of electronic equipment*, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power" (emphasis added); and

WHEREAS, South Carolina law provides that counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the county council attending, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment; and

WHEREAS, it is hereby determined that a public emergency affecting life, health, and safety does exist, and therefore, it is appropriate and necessary to suspend certain local provisions in the Georgetown County Rules of Procedure Ordinance (99-30) in order to hold council meetings electronically during the State of Emergency to ensure public services remain and the business of Georgetown County is conducted speedily and lawfully while protecting its citizens, staff, and officials from exposure to COVID-19.

NOW THEREFORE, be it hereby ordained and ordered in this meeting of Georgetown County Council the following:

1. Georgetown County Council hereby reaffirms and ratifies Emergency Ordinance 20-14, dated March 16, 2020.
2. Georgetown County Council is hereby authorized to conduct public meetings exclusively in electronic form using telephonic or other electronic media and applications, or any combination of these.
3. Any member of Council may cast a vote, via voice or hand, by the electronic means outlined in Section 1 so long as the vote is able to be heard or seen by attendees.
4. Minutes shall be taken and the meeting recorded as if an in-person meeting were being held.

5. Electronic executive sessions are permitted in accordance with the provisions of the Act and the reason for going into any executive session in conformance with Section 30-4-70 of the Act shall be announced.
6. With respect to any electronic meeting, the public comment period provided for by Ordinance 99-30 is temporarily suspended. Members of the public may submit written public comments which shall be distributed to the members of Council before and after the meeting dependent upon when they are received.
7. During the period of effectiveness of this ordinance any other provision of the Georgetown County Rules of Procedure Ordinance (99-30) that conflicts with the provisions hereof is temporarily suspended and shall be superseded hereby.
8. Allow the temporary location of trucks, trailers, campers, food trucks and other similar removable personal property in any area of Georgetown County without regard to zoning classification for the temporary distribution of food, essential items, essential services, and emergency services to emergency workers, essential workforce personnel, and families and/or children in need due to the COVID-19 pandemic SO LONG AS these services and products are provided free-of-charge and do not violate any other regulation from the South Carolina Department of Health and Environmental Control. This provision expires May 23, 2020.
9. The provisions hereof shall be effective upon a single hearing and two-thirds approval vote by Georgetown County Council and shall expire on May 23, 2020 unless sooner terminated by Georgetown County Council.

DONE AS AN EMERGENCY ORDINANCE and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of Georgetown County Council attending this 24th day of March, 2020.

John Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

Item Number: 6.a
Meeting Date: 3/24/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-068 , Excavator for Landfill.

CURRENT STATUS:

This purchase will replace the 2009 Caterpillar 324-D Excavator previously approved in the FY20 Capital Equipment Replacement Plan.

POINTS TO CONSIDER:

1) These items will be procured through Ascendum Machinery using the Sourcewell Cooperative agreement Contract # 032515-VCE, 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 recommendation is to replace the 2009 Caterpillar 324-D Excavator with a Volvo EC250E Excavator from Ascendum Machinery for a cost of \$ 243,651.00

3) For comparison, attached is a quote for a John Deere 250 for a cost of \$254,177.43 and a quote for a Cat 330G for a cost of \$264,708.

FINANCIAL IMPACT:

This purchase is fully funded under GL # 502.305-50707 with an approved budget amount of \$254,177.00.

OPTIONS:

1) Approve the Purchase Order to Ascendum Machinery in the amount of \$243,651.00.

or

2) Decline Purchase.

STAFF RECOMMENDATIONS:

Ray Funnye, Director of Public Services , is requesting replacement of the 2009 Caterpillar 324-Excavator with a Volvo EC250E Excavator. The Volvo excavator has replaceable wear plates on areas like the bucket attachment point. Additionally, the unit comes with 4 yr. 4000 hrs. and preventive maintenance agreement. It further includes the Tech Tools kit for diagnosis and maintenance and live monitoring through ActiveCare Direct to detect and prevent issues from causing damage and downtime. Based on the aforementioned, Ray Funnye recommends the purchase of the Volvo Excavator EX250E on the Sourcewell Cooperative Purchase agreement , contract # 032515-VCE from Ascendum Machinery for the cost of \$243,651.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

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



Quote Valid for 90 days

Contract:
032119-
VCE

Date: 3/3/2020

Buying Agency:	Goergetown County Landfill	Contractor:	Ascendum Machinery
Contact Person:	James Dorsey	Prepared By:	Steven Godwin
Phone:	843-545-3445	Phone:	843-494-3501
Email:	jdorsey@gtcounty.org	Email 1:	steven.godwin@ascendummachinery.com
Sourcewell Product Code	B - Volvo Pricing Catalog: Hydraulic Crawler Excavators Large (above 20,000#)		
General Description of Product:	Volvo EC250E Crawler Excavator		
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary			
Quan	Description	Unit Pr	Total
1	Volvo EC250E	\$191,947	\$191,947
	See next page for machine specs		
	Travel time and mileage for service to be issued from Ascendum's Technician's location in Myrtle Beach		
Subtotal A:			\$191,947
B. Sourced and/or UnSourced Contracted Items			
Quan	Description	Unit Pr	Total
1	Sourced Strickland 48" HD bucket with flared teeth and pins		\$5,965
1	Sourced Strickland Stick Mounted Manual Thumb		\$3,777
1	Sourced Paladin 36" Trapezoidal Bucket for CAT 329		\$8,057
1	Sourced Strickland Quick Coupler		\$7,333
1	Sourced D and E rub rails/walk rails		\$2,800
1	Volvo Tech Tool (4 year subscription)		\$4,800
Subtotal B:			\$32,732
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Freight			\$1,000
PDI			\$1,000
Freight for Attachments			\$1,381
4 year, 4000 hour Premier Extended Warranty			\$6,512
4 year, 4000 hour Preventative Maintenance Agreement			\$18,929
Special Demo Discount			-\$9,850
			\$0
Subtotal C:			\$18,972
Delivery Date:		D. Total Purchase Price (A+B+C):	
		\$243,651	

Version 16

Description	Part #	List Price
Volvo EC250EL Crawler Excavator	EC250EL	\$241,835
Boom, 19' 8" (6.0m), GP	XC10111	\$19,221
348.00	XC10801	\$348
Linkage with lifting eye, GP	XC10403	\$601
Decal Kit NA	XC10503	\$0
Track Pads, 32" Triple Grouser	XC20106	\$15,610
Roller guard STD	XC20201	\$519
Lower frame - foldable steps	XC20302	\$0
Belly Cover HD, 10mm	XC20402	\$363
Engine NA	XC30101	\$0
Cooling System High Capacity	XC30202	\$0
Standard fan drive	XC30801	\$0
Air precleaner, Cyclone	XC30401	\$130
Anti-vandal mounting on Cab	XC40112	\$0
CareCab w/ Opening Hatch	XC40103	\$525
Seat, Air suspension w/Heater & X-Isolator	XC40203	\$1,393
Seat Belt, 3 inch Retractable	XC41204	\$0
Air conditioning, ACC (automatic climate control)	XC40502	\$2,930
Universal key	XC40602	\$0
Radio with MP3, USB port & Bluetooth	XC40708	\$0
Guardrail	XC50801	\$0
Work lights on deck & boom, Halogen	XC50000	\$0
Extra work lights on cab front/rear, CWT, boom & RH side, Halogens	XC50101	\$398
Travel alarm	XC50102	\$0
Volvo Smart View on Instrument Cluster only	XC50144	\$0
Dig Assist Start	XC50155	\$0
Dig Assist 2D	XC50140	6,840.00
CareTrack, GSM/Satellite	XC50402	\$0
CareTrack Connectivity 4 yr Subscription	XC50404	\$0
De-activate SAT	XC50406	\$0
Hydraulic oil ISO VG46	XC60102	\$695
Pre-setting for hyd. pressure	XC61301	\$210
X1 2 pump double acting piping	XC60203	\$4,315
X1 additional return filter	XC60301	\$433
X1 2-switch control, On/Off, double acting	XC60502	\$348
X1 Pedal control, Proportional	XC60605	\$172
Quick fit piping, UQF	XC60805	\$1,585
Pilot control pattern change	XC60901	\$1,645
Straight travel pedal	XC60904	\$1,483
Boom float function, w/o hose rupture valve	XC60907	\$985

Manual, English	XC70302	\$0
CWT 4950kg, Fabrication	XC80190	\$5,478
Under cover HD, 4.5mm superstructure	XC80202	\$0
Frame lifetime guarantee	XC70501	\$500
Arm, 11' 10" (3.6m), GP	XC10219	\$12,611
Engine Block heater, 120V	XC30501	\$366
Arctic regeneration	XC31101	\$108
Flashing beacon_LED	XC50130	\$212
Joystick, 4 Switches	XC40405	\$1,284
Total List Price		\$323,143
Sourcewell % off List (enter as % here)		40.6%
Sourcewell Price		\$191,947



Quote Summary

Prepared For:

GEORGETOWN COUNTY LANDFILL
Po Box 1270
Georgetown, SC 29442
Business: 843-546-8848

Prepared By:

EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

Quote Id: 19060494
Created On: 28 February 2019
Last Modified On: 28 February 2019
Expiration Date: 26 April 2019

Equipment Summary

JOHN DEERE 250G LC FT4
EXCAVATOR

Qty**Extended**

1

Equipment Total**\$ 237,549.00**

Quote Summary

Equipment Total	\$ 237,549.00
SubTotal	\$ 237,549.00
Sales Tax	\$ 16,628.43
Total	\$ 254,177.43
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 254,177.43

Salesperson : X _____

Accepted By : X _____

Confidential

576-9455 GUARD, BOTTOM
 514-7012 GUARD, TRAVEL MOTOR, STD
 569-9837 TRACK, 800MM(31") TG
 576-9461 STORAGE TRAY
 578-2910 DECALS, EXTERIOR, ANSI
 573-4351 DECALS, CAB, ANSI
 567-3818 FILM, ROPS
 567-3815 DECALS, STICK WARNING, ANSI
 520-9418 FILM, OPERATING PATTERN, 2WAY
 528-4738 FILM, EMC

SELL PRICE - Sourcewell Contract #032119-CAT	\$244,924.78
CSA - 500-2,000 Hr. Services	\$4,800.00
NET BALANCE DUE	\$249,724.78
STATE (6%)	\$14,983.49
AFTER TAX BALANCE	\$264,708.27

WARRANTY

Standard Warranty:

12 Months - Unlimited

CSA

CSA 500 - 2,000 Hour @ 500 Hr. Intervals

**** Options included in price**

- Caterpillar Tool Control Hydraulics w. HP Lines - \$7,800
- Caterpillar Hydraulic Pin Grabber Coupler - \$6,212
- Caterpillar 60" 2.30CYD Bucket - \$9,369
- Caterpillar Stiff Link Thumb w. Toolbar - \$ 4,917
- Bentley Guards - \$2,600

** Many governmental financing & leasing options are available through Caterpillar Financial Services.

** Many additional warranties are available upon request.

I would like to thank the Georgetown County Landfill for the opportunity to quote to you a Caterpillar 330GC Hydraulic Excavator. Please do not hesitate to contact me if you have any questions or need anything.

Sincerely,


Scott Hill
 Blanchard Machinery Company
 hill@blanchardmachinery.com



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

Date: 2/28/2020

Re: Recommendation for Purchase #19-068: Volvo EC250E Crawler Excavator

Georgetown County is requesting replacement of a 2009 Caterpillar 324-D Excavator with a Volvo EC250E Excavator from Ascendum Machinery for use in the Environmental Services Division. The cost of this equipment is a fully budgeted expense.

Competitive pricing was received from several manufacturers. The package pricing for the John Deere 250 is 254,177.43 and the Cat 330 G is \$264,708.27. The Volvo excavator has replaceable wear plates on areas like the bucket attachment point. Additionally, this unit comes with 4yr 4000hrs. Premier Extended Warranty and a 4yr 4000hrs. Preventative Maintenance Agreement. It further includes the TechTools kit for diagnosis and maintenance and live monitoring through ActiveCare Direct to detect and prevent issues from causing damage and downtime.

Based on the aforementioned, I recommend the purchase of the Volvo Excavator EC250E on the Sourcewell Cooperative Purchase agreement, contract # 032515-VCE from Ascendum Machinery for \$243,651.

Item Number: 6.b
Meeting Date: 3/24/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-072, Triaxle Dump Truck for Landfill

CURRENT STATUS:

The new Triaxle Dump Truck for the Landfill will replace the 2011 Freightliner under the FY20 Capital Equipment Replacement Program (CERP).

POINTS TO CONSIDER:

1) This item will be procured using the Cooperative Agreement through the Sourcewell Cooperative Contract # 081716-PMC, 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 Sourcewell cooperative contract pricing quote of \$176,516.00 from The Larson Group Peterbilt of Charlotte, NC for their proposed 2020 Peterbilt 567 Triaxle Dump truck to be the lowest cost meeting the County's specifications and in the best interest of the County.

3) A number of other quotes were received. However, they did not meet the County's specifications and thus were not considered an equivalent product.

FINANCIAL IMPACT:

These items were included in the FY20 CERP and are budgeted in G/L account number 502.305-50713 with an approved budget of \$160,000.00. 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 \$18,000 was added to the fund line, fully covering the cost of purchase for this unit.

OPTIONS:

- 1) Approve purchase from The Larson Group Peterbilt of Charlotte as the delivering dealer for the Triaxle Dump Truck in the amount of \$176,516.00, plus any applicable taxes; or
- 2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

Georgetown County received several quotes for the procurement of a Triaxle Dump Truck for the Landfill over the course of the past two years. Staff moved the purchase of this equipment from FY19 to FY20 to obtain additional funding needed. After evaluating all quotes received, the quote from The Larson Group Peterbilt of Charlotte offered the best value to the County based on

meeting or exceeding specifications. Other quotes were not considered equivalent for not being able to provide the requested engine or horsepower needed. Therefore, staff recommends purchase of the 2020 Peterbilt 567 Triaxle Dump Truck from The Larson Group Peterbilt of Charlotte, NC for \$176,516.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Vehicle/Equipment Procurement Approval	Cover Memo
▣ Quote from Peterbilt	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement # 19-072

Procurement for: Triaxle Dump Truck

Department: Public Services – 305-Landfill

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$160,000 FY 20 19

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

☐-Cash Purchase

☒-Municipal Lease/Purchase Financing 6 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
502.305-50713	160,000
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: 2011 Freightliner

VIN/Serial No. 1FVMC5CV0BDAV6990

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

Bank Currently Holding Title: _____

[Signature]
Department Director/Elected Official

8/14/19
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

From: [Karis Langston](#)
To: [Nancy Silver](#)
Cc: [Michelle LaRocco](#)
Subject: RE: Updated quote for 2020 Peterbilt 567 Tri axle dump
Date: Wednesday, March 11, 2020 9:49:25 AM
Attachments: [m19-069.jpg](#)
[m19-069.jpg](#)

I have spoken with Michelle and am ok with proceeding to purchase the Dump Truck for Landfill.

It is ok to go over budget in account 502.305.50713 for this purchase and once the dust settles we will fix the overage.

Thanks,
Karis

From: Nancy Silver
Sent: Wednesday, March 11, 2020 9:11 AM
To: Karis Langston <klangston@gtcounty.org>
Subject: FW: Updated quote for 2020 Peterbilt 567 Tri axle dump
Importance: High

Hi Karis,
Can you please advise the status of this budget transfer request? Is it ok for me to proceed to get this on the next Council agenda?
Thanks,
~Nancy

From: Michelle LaRocco
Sent: Wednesday, March 11, 2020 9:09 AM
To: Nancy Silver <nsilver@gtcounty.org>
Subject: RE: Updated quote for 2020 Peterbilt 567 Tri axle dump

Hi Nancy,

I will, I'm waiting for a budget transfer to finalize -- do we need that and the PO before it gets on the agenda? Or can we get that as we go?

Thanks,
Michelle

Michelle LaRocco
Georgetown County
Environmental Services Division Manager
Department of Public Services
(843) 545-3449 phone
mlarocco@gtcounty.org
[Innovation](#) | [Leadership](#) | [Teamwork](#)

From: Nancy Silver
Sent: Wednesday, March 11, 2020 9:08 AM
To: Michelle LaRocco <mlarocco@gtcounty.org>
Subject: RE: Updated quote for 2020 Peterbilt 567 Tri axle dump

Hi Michelle,
I received a call from Kevin of Peterbilt. Do you have this recommendation you could send to me so that I can get it on the 3/24 Council agenda?
Thanks,
~Nancy

From: Michelle LaRocco
Sent: Thursday, March 05, 2020 1:24 PM
To: Nancy Silver <nsilver@gtcounty.org>
Subject: RE: Updated quote for 2020 Peterbilt 567 Tri axle dump

Thanks- Maybe I was in the wrong account or something weird -- I'm seeing it now.

Anyway- hope to have a purch recommend memo to you shortly

thanks

Michelle LaRocco
Georgetown County
Environmental Services Division Manager
Department of Public Services
(843) 545-3449 phone
mlarocco@gtcounty.org
[Innovation](#) | [Leadership](#) | [Teamwork](#)

From: Nancy Silver
Sent: Thursday, March 5, 2020 10:59 AM
To: Michelle LaRocco <mlarocco@gtcounty.org>
Subject: RE: Updated quote for 2020 Peterbilt 567 Tri axle dump

Below is a screenshot of the PO #2020-294. It is showing \$184,642.79 encumbered. I have also included 2 additional screenshots of GL# 502.305-50713 for your reference. The best screen is the Budget Analysis tab (last screenshot) as it shoes unposted transactions as well. This is showing an available budget of \$173,570.21 but please get with Karis if you have additional questions on budget amount left in your 502.305-50713 account.

Thanks,

~Nancy

Purchase Order Inquiry

nw-live.gtcgovsc.georgetowncountysc.org/nwcrp/FM/Inquiries/inquiry.aspx?inquiry=7

Georgetown County Search

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Purchase Order Inquiry - 2020-00000294 - Procurement #19-069, Freightliner Fuel Truck-NCSA Coop

Purchase Order 2020-294

Type

Go Reset

Purchase Orders

Documents

2020-00000294 - Procurement #19-069, Freightliner Fuel Truck-NCSA Coop

General

Department LANDFILL

Vendor 1121388 - TRIPLE T FREIGHTLINER, INC

Status Open

Contact Name TRIPLE T FREIGHTLINER, STERLING, WESTERN STAR, INC.

Purchasing Address P.O. BOX 2064

2715 HWY. 421 NORTH

City WILMINGTON

State NC

Zip Code 28402

Email Address David.Foster@weemeartrucks.com

Description Procurement #19-069, Freightliner Fuel Truck-NCSA Coop

Message This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced: Contract ID: _____ Order/Quotation# _____ Membership _____

Order Date: _____ FROM: Georgetown County, SC

Purchasing Office Phone (843)545-3063 - FAX (843)545-3500 - EMail: purch@gtcounty.org

Miscellaneous

Change Counter No.

Type STND

Form Type Custom PO

Bill To Location Assigned to Buyer

Resolution Number #20-04-0506R, Lot #49R NCSA Coop Contract, Proc#19-069

Totals

Total Cost \$184,642.79

Amount Voided \$0.00

Amount Expensed \$0.00

Amount Encumbered \$184,642.79

Amount Discounted \$0.00

Amount Remaining \$184,642.79

Dates

O/L Date 11/27/2019

Deliver by Date 06/11/2019

Printed Date 12/09/2019

Expiration Date

Completed/Void Date

Detail

Transactions

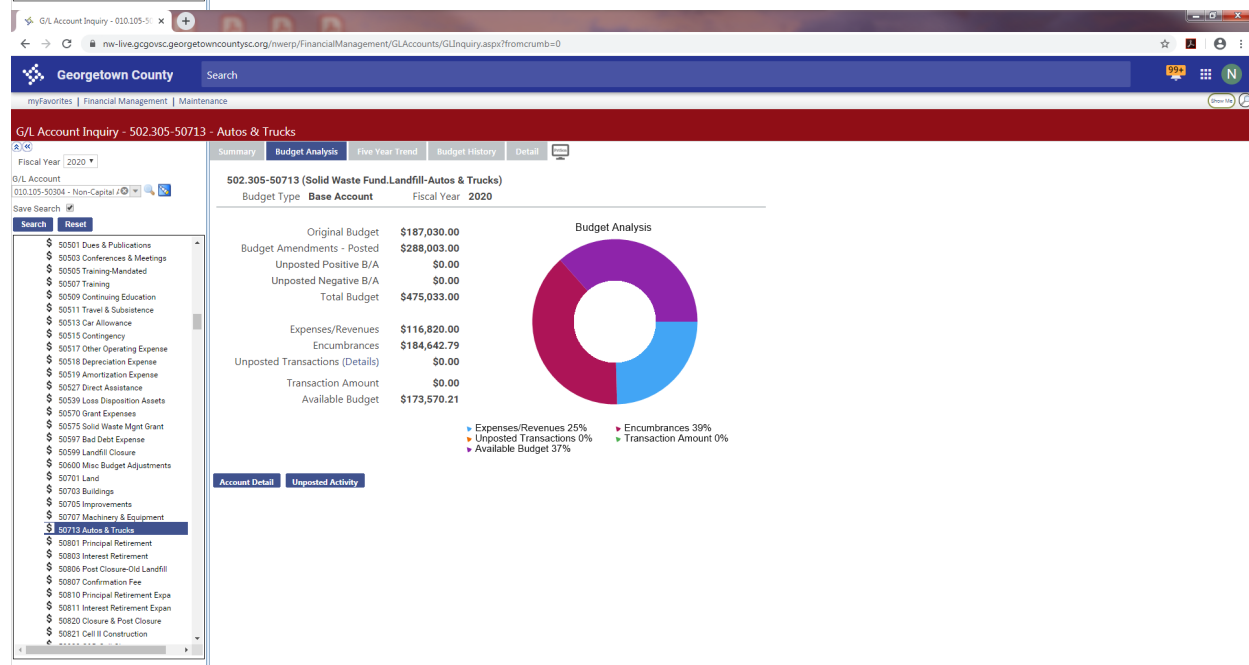
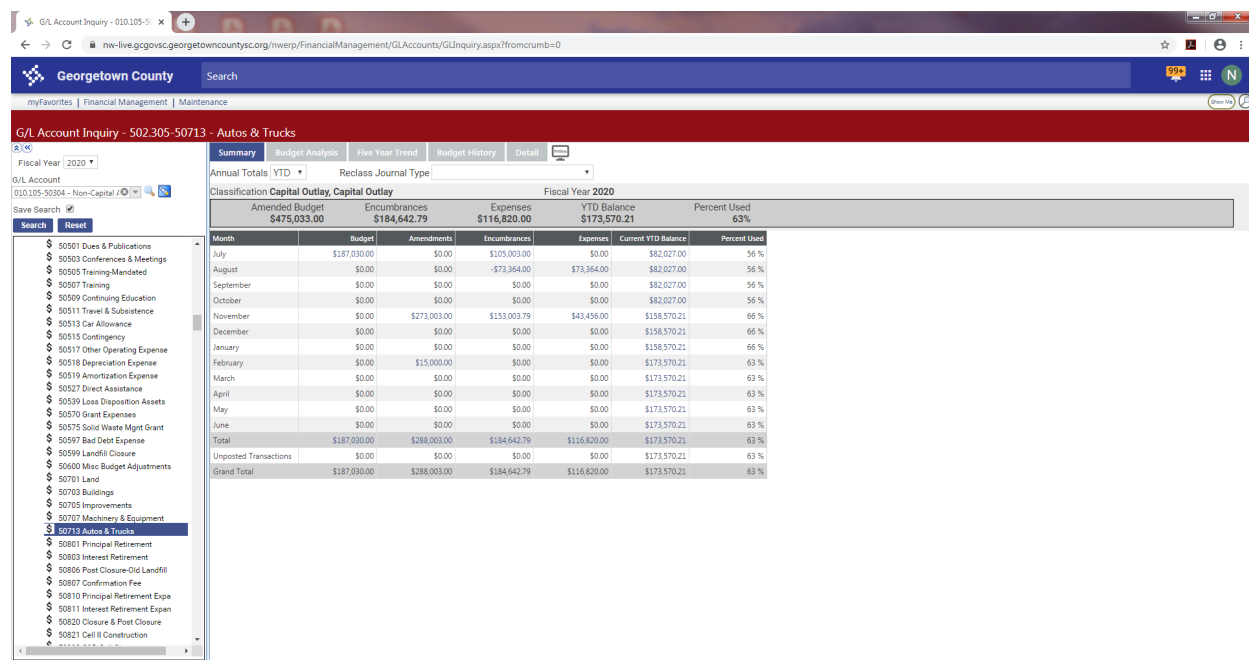
History

Approvals

Receipt of Goods

AP Invoices - Summary

AP Invoices - Detail



From: Michelle LaRocco
Sent: Thursday, March 05, 2020 10:27 AM
To: Nancy Silver <nsilver@gtcounty.org>
Subject: FW: Updated quote for 2020 Peterbilt 567 Tri axle dump

Hi Nancy,

We have one last purchase to finalize I believe. This is the Dump truck that we rolled forward this year.

But I'm trying to figure out how much funding is left in 502-305-50713, but I can't see the encumbrance for the fuel truck 2020--0294

Or is this a Karis question?

Thanks,
Michelle

Michelle LaRocco
Georgetown County
Environmental Services Division Manager
Department of Public Services
(843) 545-3449 phone
mlarocco@gtcounty.org
Innovation | Leadership | Teamwork

From: James Dorsey
Sent: Thursday, March 5, 2020 10:10 AM
To: Michelle LaRocco <mlarocco@gtcounty.org>
Subject: FW: Updated quote for 2020 Peterbilt 567 Tri axle dump

From: Holland, Kevin G. <kphillipsd@gttrucks.com>
Sent: Wednesday, March 4, 2020 9:56 AM
To: James Dorsey <jdorsey@gtcounty.org>

Subject: Updated quote for 2020 Peterbilt 567 Tri axle dump

Hey good morning James, I have attached the updated quote with all of the additions you requested. I was able to get a 4.89 to 1 rear axle ratio. Take a look and let me know ASAP so I can get this truck put on hold, so it does not get sold out from underneath us. We both have done a ton of work on this project, and I would hate for that truck to get sold, and we would have to start all over with a different chassis. Thanks again for the opportunity.

TLG Logo



Kevin Holland

New Truck Sales
TLG Peterbilt - Charlotte
p: +17045077600
w: tlgtrucks.com e: kholland@tlgtrucks.com





Contract#: 081716-PMC

KEEPING CUSTOMERS FOR LIFE

Wednesday, February, 04 2020

Kevin Holland
The Larson Group Peterbilt Of Charlotte
3917 Trailer Dr.
Charlotte, NC 28269

Georgetown County
129 Screven Street,
Georgetown, SC 29442-4200
843-545-3076

Regarding: 2020 Peterbilt 567 Tri Axle Dump Truck quotation per Sourcewell Contract #081716-PMC

Mr. James Dorsey:

The Larson Group Peterbilt is a proud vendor for Sourcewell, and we are pleased to submit for your review our quotation for a new 2020 Peterbilt 567 Tri Axle Dump Truck per Sourcewell Contract #081716-PMC. Your terms are as follows:

2020 Peterbilt (567 Chassis) per the attached specifications
Price includes Sourcewell discount from Peterbilt Motors Company
Price includes pre-delivery inspection
Price requires 1% non-refundable deposit to be applied against balance due
Price does NOT include state or federal taxes, such as Federal Excise Tax
Price is FOB our dealership location in Charlotte, NC
Delivery in approximately 180 days after receipt of PO
Net cash price, FOB Peterbilt of Charlotte: \$144,203.79

Based on a list price of \$244,662.00, this represents a discount of 41.06% in agreement with the Sourcewell contract #081716-PMC pricing for this model.
Discount: (\$100,458.21)

Sourced Goods:

Requested additional add on options to **an in stock chassis:**

1) 17'(19 Yard Demolition Dump body with Hi lift Combo tailgate) for an additional (\$24,472) (Body quote supplied by **Hilbilt, Inc**) see attached detailed body spec.



THE LARSON GROUP | **TLGTRUCKS.COM**
Phone: 417.865.5355 | 3026 N Mulroy Road
Fax: 417.869.7738 | Strafford, MO 65757

- 2) Add 1" plate and 45 ton pintle hook located at 24" height with two 2" chain loops with air and electrical hook ups for trailer (\$1900)
- 3) Electric brake control box for trailer, mounted in cab (\$340)
- 4) Repair & parts manuals via web access through Peterbilt portal (\$500)
- 5) Fuel, DEF & Delivery (\$600)
- 6) Pilot inspection body (\$800)
- 7) Rear axle ratio swap (\$2200)
- 8) Back up camera with monitor mounted on dash (\$1500)

\$32,312.00

Total \$176,516.00

Please call or email me if you have any questions regarding this quotation. We have over 100 vocational and trucks and over 100 highway tractors in stock at all times, and we can also review our current inventory to see if we have any trucks in stock that would meet your requirements.

We look forward to doing business with you and your agency.

Sincerely,

Kevin Holland

Kevin Holland

Fleet Sales Rep

Office 704-599-2311

Cell 980-522-2177

Fax 704-597-8764

kholland@tlgtrucks.com





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

Memorandum

To: Nancy Silver
From: Ray C. Funnye
Date: 3/11/2020
Re: Recommendation for Purchase #19-072: Triaxle Dump Truck for Landfill

Georgetown County is requesting replacement of a 2011 Freightliner Dump Truck with a 2020 Peterbilt 567 TriAxle Dump truck for use in the Environmental Services Division. The cost of this equipment is a fully budgeted expense.

Competitive pricing was received. The Peterbilt 567 is available on the Sourcewell Cooperative Purchase agreement # 081716-PMC. This has the necessary gearing and axle ratio as well as the horsepower needed to operate on the Landfill as well as the highway. Fleet services will also receive repair parts and manuals from Peterbilt web portal.

Based on the aforementioned, I recommend the purchase of the 2020 Peterbilt 567 Tri Axle Dump Truck from Peterbilt of Charlotte for \$176,516.00.

Item Number: 6.c
Meeting Date: 3/24/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Bid #19-071, FY20 Containers for Recycling

CURRENT STATUS:

These containers are to be purchased as part of the FY20 Container Replacement Plan for various convenience center locations throughout Georgetown County.

POINTS TO CONSIDER:

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

- 1) Rudco South, LLC of Simpsonville, SC @ \$151,234.00.
- 2) Wastequip Manufacturing Company, LLC of Charlotte, NC @ \$150,375.00.

FINANCIAL IMPACT:

This procurement is included in the FY20 budget as approved, and is funded in 502.308-50707 up to \$141,000.00 and 502.308-50304 up to \$45,000 for a total available budget of \$186,000.00.

OPTIONS:

- 1) Award a PO to Rudco South, LLC in the amount of \$151,234.00 plus applicable taxes.
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

The two (2) bids received were reviewed by the Public Services Department and Environmental Services Division. While the pricing for the units provided by Wastequip Manufacturing Company, LLC was slightly higher, their delivery turnaround is 4 weeks vs. Rudco South, LLC's 10 business days. In addition, Rudco South offers a non-sagging door feature which the department believes will extend the life of the doors and hinges. Staff's need for these containers is urgent and the cost difference will be more than made up for by their increased efficiency as well as their increased lifespan.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Bid Solicitation Approval	Cover Memo
▢ Public Bid Opening Tabulation	Cover Memo
▢ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL

Procurement # 19-071

Procurement for: FY 2020 Containers for Recycling

Department: Public Services – 308 Recycling

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 185,824 FY 2020

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

☐-Cash Purchase

☐-Other (Specify):

Funding Source Location	
G/L Account Number	Funding Amount
502.308-50304	\$45,000
502.308-50707	\$141,000

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

If YES, attach a copy of the approved grant.

Grant Approval Attached : ☐-YES ☐-NO


Department Director/ Elected Official

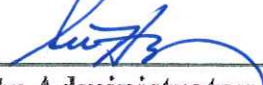
8/16/19
Date


Purchasing

8/19/19
Date


Finance Director

8/19/19
Date


County Administrator

8/20/19
Date



Public Bid Opening Tabulation
Bid #19-071, FY20 Containers for Recycling
Wednesday, March 11, 2020 @ 2:30PM Eastern Time

<u>OFFEROR</u>	<u>Total Cost</u> Excluding Sales Tax (Item 2, Pg. 24)	<u>Technical</u> <u>Specification</u> <u>Checklist</u> <u>Included?</u>	<u>Comments</u>
Wastequip	\$150,375.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
PB Rudco South	151,234.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY:

WITNESS: Parola Bassette

[illegible]



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

Memorandum

To: Nancy Silver
From: Ray C. Funnye
Date: 3/16/2020
Re: Recommendation for Purchase #19-071: FY20 Containers for Recycling

Georgetown County is requesting purchase 29 new recycling and solid waste containers for use in the Environmental Services Division. The cost of this equipment is a fully budgeted expense.

On March 11, 2020 Georgetown County Department of Public Services received two (2) bids for #19-071. The bidders included Rudco South, LLC and Wastequip Manufacturing Company, LLC. Both proposals significantly met specifications.

The cost of the bid from Rudco South is \$859.00 higher than that of Wastequip Manufacturing; however, Rudco South offers an additional "Non-Sagging Door" feature, extending the life of the doors and hinges. Further and most important, the delivery time from Rudco South is just 10 days, whereas Wastequip's delivery window is 4 weeks. Our need for these containers is urgent and the cost difference will be more than made up by our increased efficiency with the additional units as well as their increased lifespan.

Based on the aforementioned, I recommend the award of Bid #19-071 to Rudco South LLC for a total of \$151,234.00.

Item Number: 6.d
Meeting Date: 3/24/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Resolution No. 20-06 - To Declare April 2020 as "Fair Housing Month" in Georgetown County

CURRENT STATUS:

Pending adoption

POINTS TO CONSIDER:

In April 1968 the United States passed a Fair Housing Law supporting the policy of fair housing without regard to race, color, creed, national origin, sex, familial status, or handicap. The State of South Carolina enacted Fair Housing Law in 1988 supporting the same policies, and encouraging fair housing for all citizens.

Georgetown County Council believes that all of its citizens should be afforded the opportunity to attain a safe and decent living environment. Furthermore, Georgetown County Council is committed to highlighting Fair Housing Law and supports programs that will educate and inform the public about the right to equal housing opportunities.

April is recognized nationally as Fair Housing Month. Georgetown County Council also designates and recognizes April 2020 as "Fair Housing Month" in Georgetown County.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Resolution No. 20-06 designating April 2020 as "Fair Housing Month" in Georgetown County.
2. Do not adopt Resolution No. 20-06.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 20-06 designating April 2020 as "Fair Housing Month" in Georgetown County.

ATTACHMENTS:

Description	Type
□ Resolution No. 20-06 Fair Housing Month	Resolution Letter

RESOLUTION No. 20-06

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

FAIR HOUSING MONTH
April 2020

Whereas, Georgetown County Council desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

Whereas, Georgetown County Council rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status, in the sale, rental, or provision of other housing services; and

Whereas, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

Whereas, April is recognized nationally as Fair Housing Month; and

THEREFORE, BE IT RESOLVED, that Georgetown County Council does hereby designate April 2020 as Fair Housing Month, in Georgetown County, SC.

SO SHALL IT BE adopted this 24th day of March, 2020, by Georgetown County Council, and published in the newspaper on _____.

John W. Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk
Georgetown County Council

Item Number: 16.a
Meeting Date: 3/24/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - March 10, 2020

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

STAFF RECOMMENDATIONS:

Deferred

Item Number: 16.b
Meeting Date: 3/24/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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:

Deferred

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	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: 16.c
Meeting Date: 3/24/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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:

Deferred

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 20-11 FLU Map for N Morgan Ave, Andrews	Ordinance
<input type="checkbox"/> 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

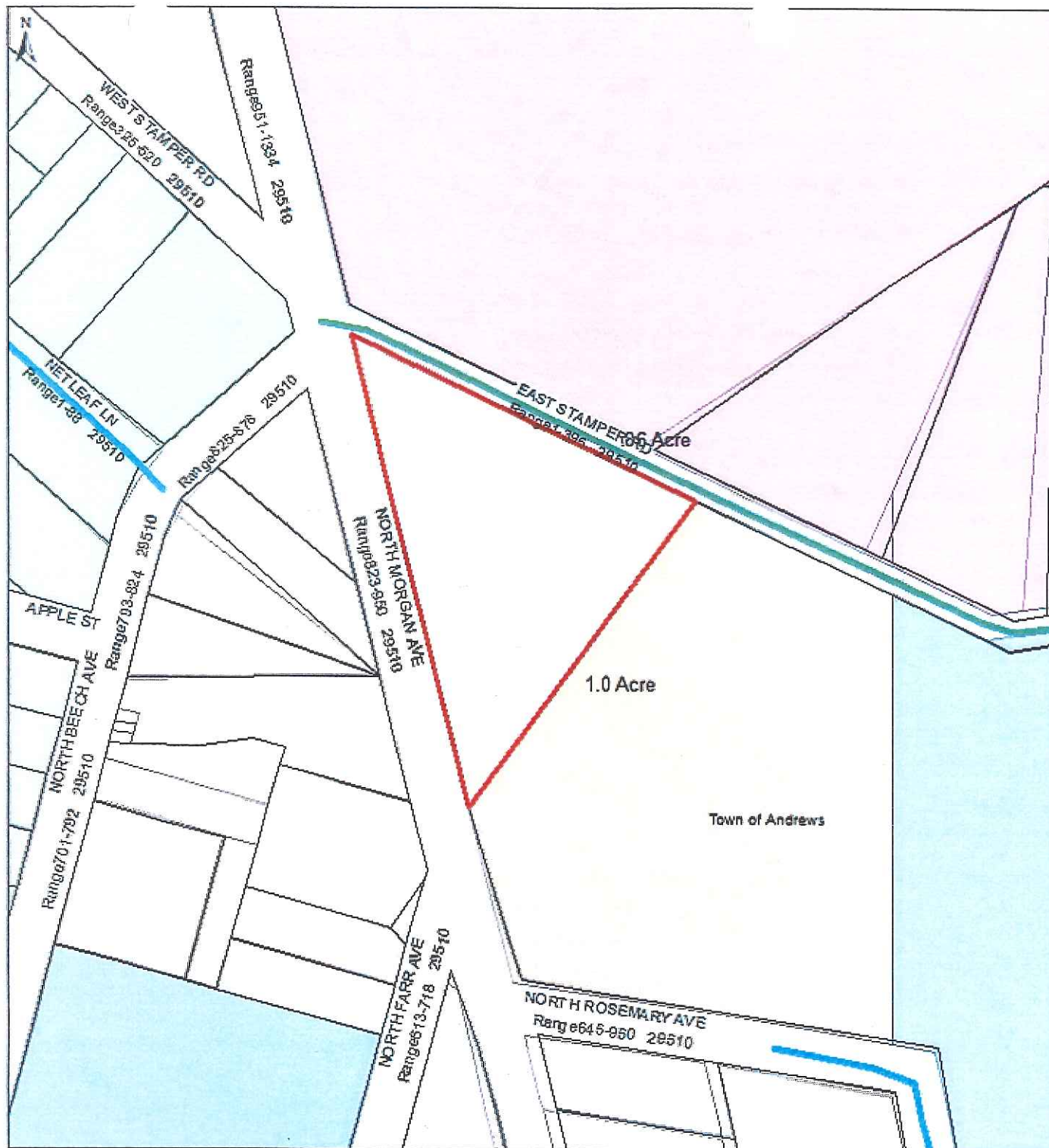
▭ TOWN OF PI

▭ 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: 16.d
Meeting Date: 3/24/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

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:

To be deferred on 3/24

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Ordinance No 20-12 Rezoning for N Morgan Avenue in Andrews	Ordinance
<input type="checkbox"/>	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

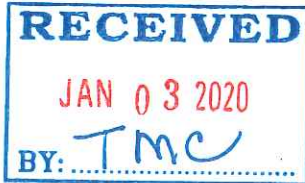
This Ordinance, No. 20-12 has been reviewed by me and is hereby approved as to form and legality.

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.

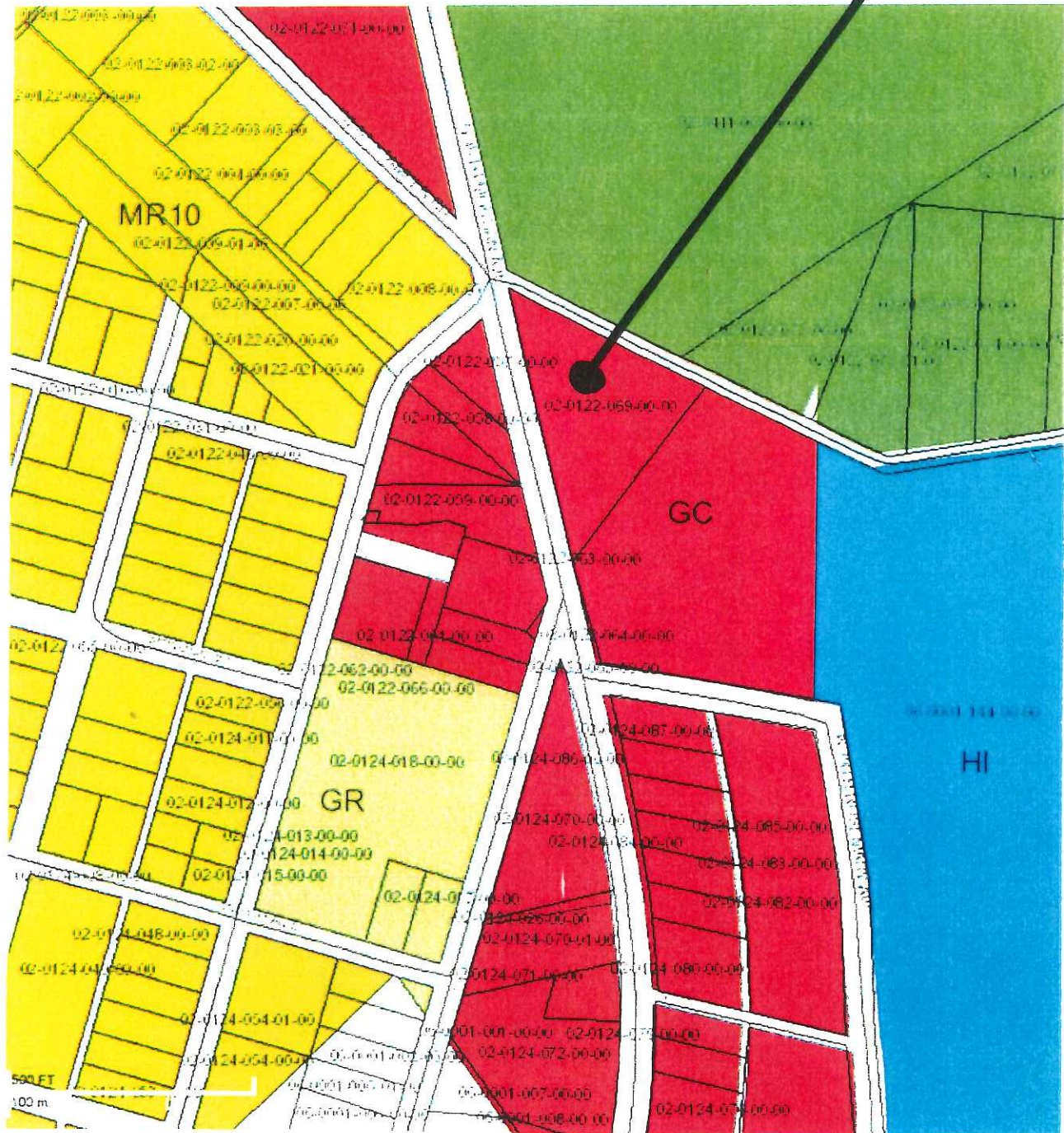
Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

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.

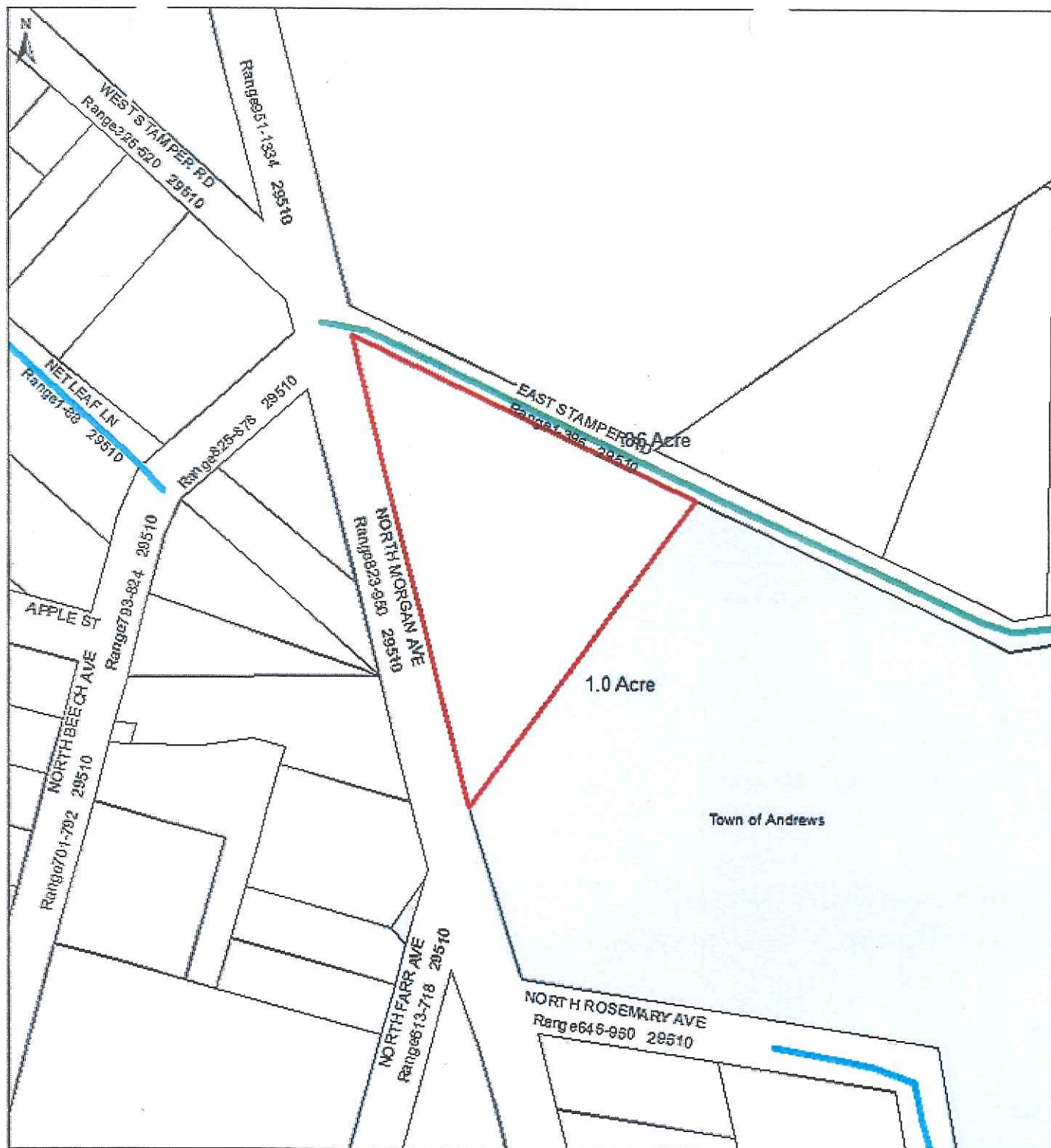
All information contained in this application is public record and is available to the general public.

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 TRACT FOR REZONING GC TO MR10



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 226-620 29610

RETLEAF LN
Range 226-620 29610

APPLE ST
Range 79-610 29610

NORTH BEECH AVE
Range 79-610 29610

NORTH FARR AVE
Range 66-718 29610

NORTH ROSEMARY AVE
Range 64-5-950 29610

EAST STAMPER RD
Range 226-620 29610

NORTH MORGAN AVE
Range 223-610 29610

100 Acres

100 Acres

Streets

_____ <all other values>

County

Private

State

☐ Kindley Family Trust

☐ Lot Lines

 Railroads

Landmarks

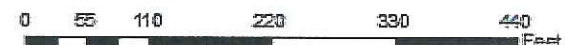
RGB

Red: Band_1

Green: Band_2

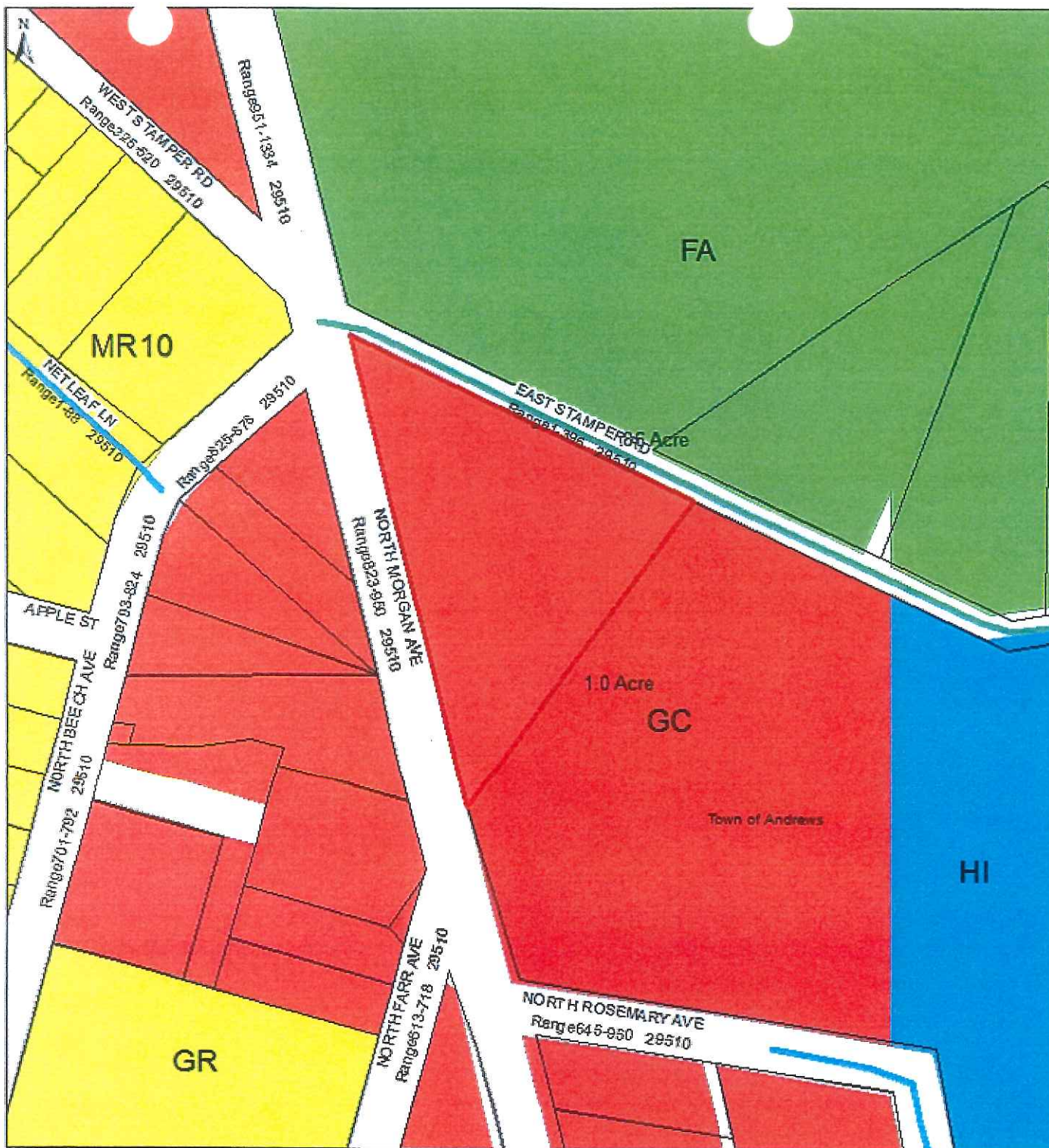
Blue: Band_3

Municipalities



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.

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

RI/2AC

RI/2

RI/4C

RI

RI/4AC

RI

RI

RI

RI

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RI

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RI

RI

Municipalities



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.

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

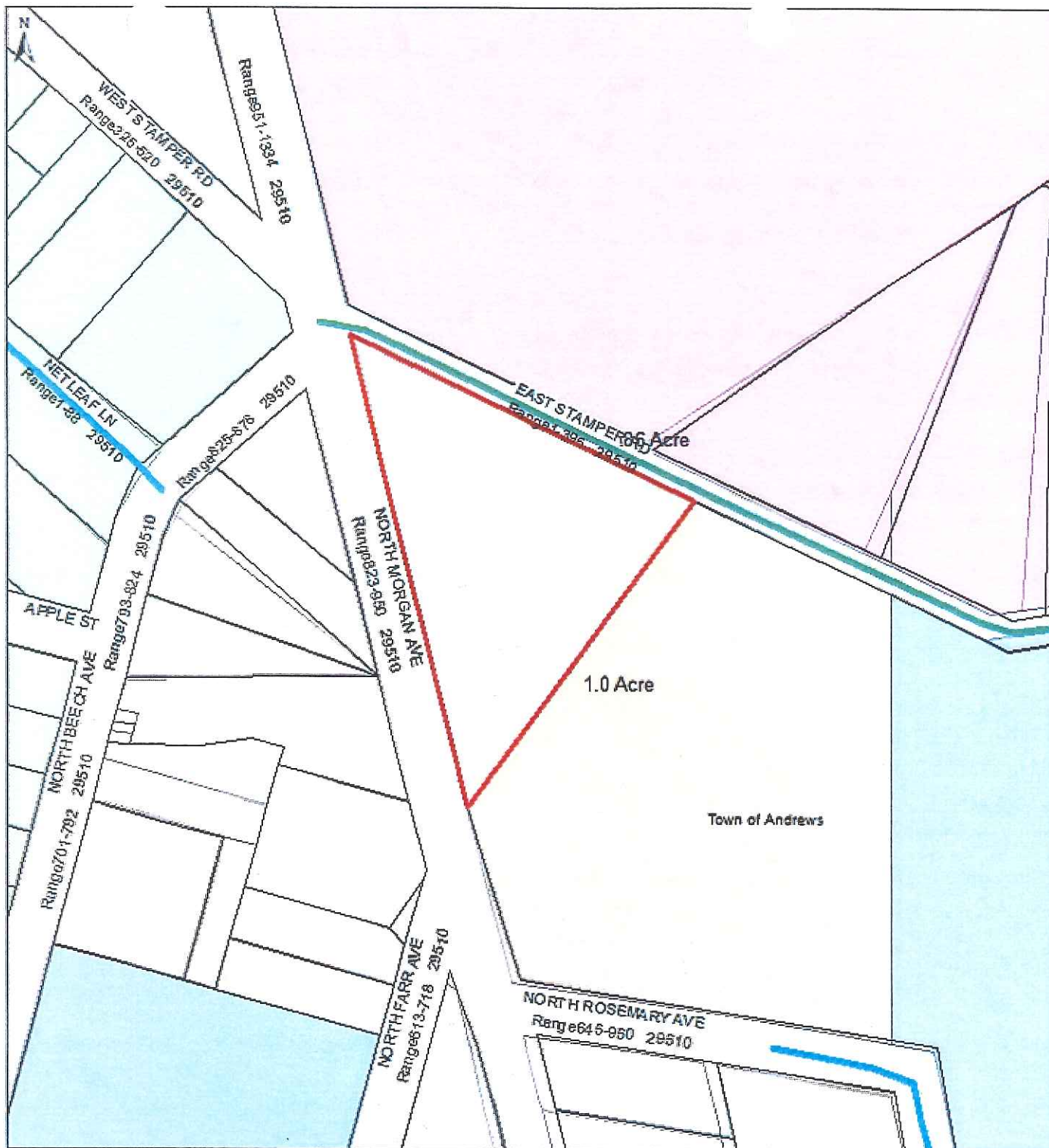
TOWN OF PI

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.



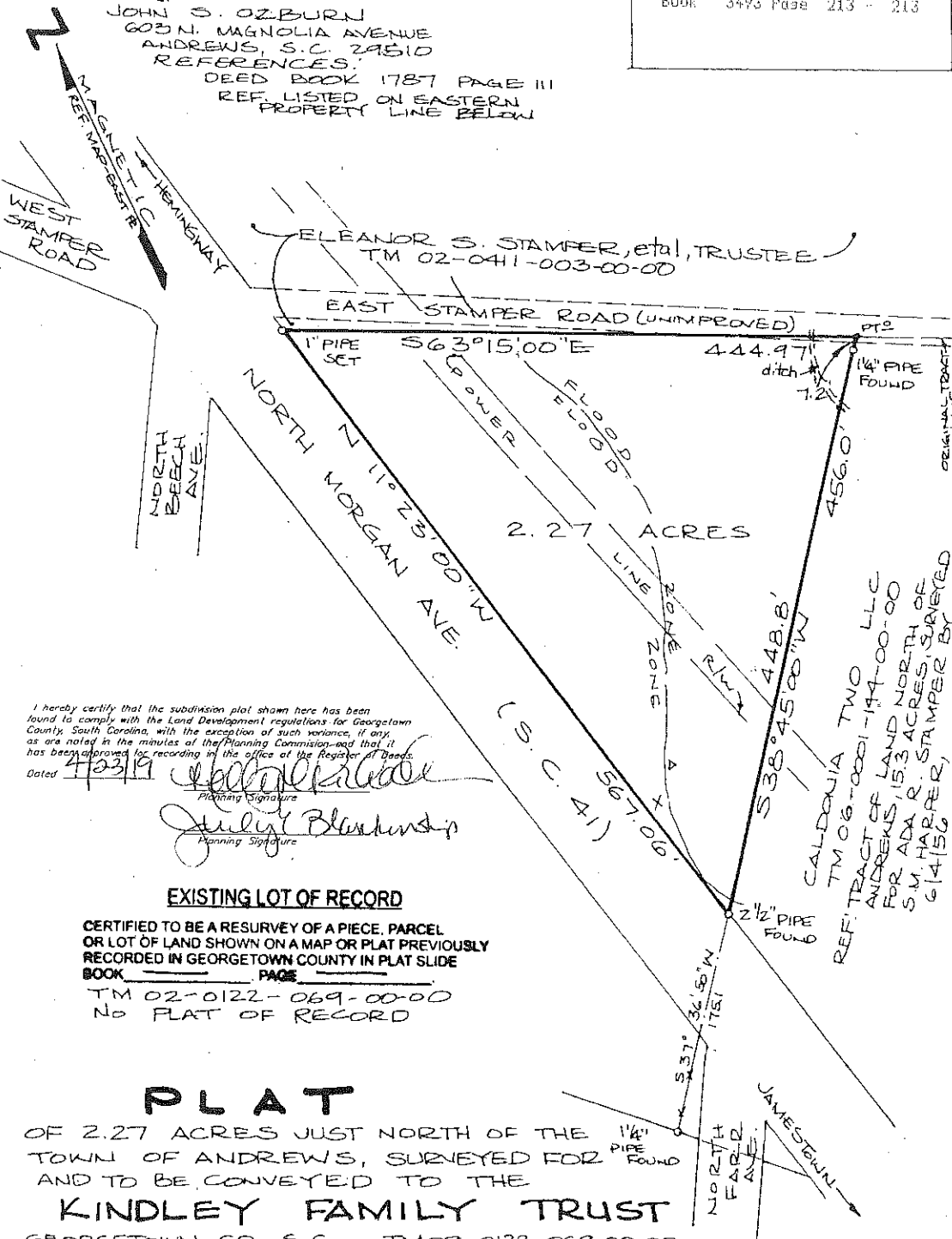
NOTES

ZONING - GC
FLOOD ZONES - A AND X

SETBACKS:
FRONT - 50'
SIDE - 10'
REAR - 15'

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

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



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]
[Signature]
Planning Signature
[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: 1" = 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: 16.e
Meeting Date: 3/24/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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:

Deferred

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.f
Meeting Date: 3/24/2020
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/>		

Item Number: 16.g
Meeting Date: 3/24/2020
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: _____