

**Council Members**

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

**County Administrator**

Angela Christian

**Clerk to Council**

Theresa E. Floyd

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**April 14, 2020**

**5:30 PM**

**County Council Chambers**

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

**AGENDA**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
  - 4.a Public Comments - Temporarily Suspended**
- 5. APPROVAL OF MINUTES**
  - 5.a Regular Council Session - March 10, 2020**
- 6. CONSENT AGENDA**
  - 6.a Board Appointment - Parks and Recreation Commission**
  - 6.b Board Appointment - Georgetown County Fire District 1 Board**
  - 6.c Procurement #20-013, FY20 Municipal Lease/ Purchase  
Financing for Vehicles and Heavy Equipment**
- 7. PUBLIC HEARINGS**
  - 7.a Ordinance No. 20-10 - An Ordinance to declare as surplus an  
approximately 0.5 acre portion of land and located in the Town of  
Andrews, bearing Georgetown County TMS #06-0007-050-00-00  
and to authorize the County Administrator to Dispose of the  
Property, via Lease or Deed, in the Manner as Prescribed in  
Ordinance 2008-09, as amended.**
  - 7.b 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.**

- 7.c Ordinance No. 20-13 – An Ordinance Authorizing the Execution of a Lease and Term Extension for property off of Grate Avenue, Pawleys Island, SC (TMS 04-0416-008-00-00) for Continued Maintenance of a Crown Castle Communications Tower d/b/a Global Signal Acquisitions LLC

**8. APPOINTMENTS TO BOARDS AND COMMISSIONS**

**9. RESOLUTIONS / PROCLAMATIONS**

**10. THIRD READING OF ORDINANCES**

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

**11. SECOND READING OF ORDINANCES**

- 11.a ORDINANCE NO. 20-09 - APPROVING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.
- 11.b 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.
- 11.c 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).
- 11.d Ordinance No. 20-13 – An Ordinance Authorizing the Execution of a Lease and Term Extension for property off of Grate Avenue, Pawleys Island, SC (TMS 04-0416-008-00-00) for Continued Maintenance of a Crown Castle Communications Tower d/b/a Global Signal Acquisitions LLC

**12. FIRST READING OF ORDINANCES**

- 12.a Ordinance No. 20-17 - To rezone a 1.86 acre parcel located on the southeast corner of Walker Road and Willie Road (TMS No. 01-0432-059-00-00) from Forest Agriculture (FA) to Village 10,000 Square Feet Residential (VR-10).
- 12.b Ordinance No. 20-18 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2020, and Ending June 30, 2021; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

**14.a RFQ #20-003, Professional Auditing Services**

**15. REPORTS TO COUNCIL**

**15.a FY2020 Budget Status Report**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

**16.a ORDINANCE NO. 19-25 - AN ORDINANCE SETTING THE BASE  
SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN  
COUNTY, AND FURTHER REPEALING AND REPLACING  
ORDINANCE NO. 2005-45**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

**18. OPEN SESSION**

**19. ADJOURNMENT**

**Item Number:** 4.a  
**Meeting Date:** 4/14/2020  
**Item Type:** PUBLIC COMMENT

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Georgetown County has declared a State of Emergency due to the COVID-19 pandemic. In accordance with Emergency Ordinance No. 20-15, Georgetown County has activated emergency operations procedures under which the public comment portion of the meeting is temporarily suspended.

**Item Number:** 5.a  
**Meeting Date:** 4/14/2020  
**Item Type:** APPROVAL OF MINUTES

**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:**

Adoption of minutes.

**ATTACHMENTS:**

Description	Type
▣ DRAFT - Minutes 03/10/20	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, March 10, 2020, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

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

Staff:            Wesley P. Bryant (*Interim Administrator*)  
                    Theresa E. Floyd  
                    Jackie Broach-Akers

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

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

**APPROVAL OF AGENDA:**

Councilmember Ron Charlton made a motion to approve the meeting agenda with the noted changes. Councilmember Raymond Newton seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

**PUBLIC COMMENTS:**

Beverly Sullivan

Ms. Sullivan, speaking on behalf of the 'Keep it Green' Steering Committee, thanked Council members who attended the organizations meeting on Saturday (3/7). She said the group wants to be good stewards of green space throughout the county, and plan to have additional meetings in other areas of the county that are not located on the Waccamaw Neck, giving all County Council members the opportunity to participate in the future. As a county, Georgetown County's citizens are stronger together.

**MINUTES:**

Regular Council Session – February 11, 2020

A motion was made by Councilmember Steve Goggans, and seconded by Councilmember Everett Carolina, to approve the minutes of the February 11, 2020 meeting. Chairman John Thomas called for discussion on the motion, and there was none.

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

Regular Council Session – February 25, 2020

A motion was made by Councilmember Raymond Newton, and seconded by Councilmember Louis Morant, to approve the minutes of the February 25, 2020 meeting as submitted. Chairman Thomas called for discussion on the motion, and there was none.

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

**CONSENT AGENDA:**

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

*Contract #17-078 DC, Local Funded Comp. Roadway Design & Engineering, Task Order #3 - County Council approved Task Order #3 with Dennis Corporation for roadway design, engineering, and permitting in the amount of \$55,000.00 for Kidneywood Way, and Soldierwood Lane.*

*Procurement #19-070, Rear Loader Truck for Recycling Collection - County Council approved the purchase of a rear loader truck for recycling collection from Excel Truck Group in the amount of \$138,993.00, inclusive of delivery, taxes, and fees.*

*Procurement #19-086, Pond Road Drainage Improvements – County Council awarded a Construction Contract to IPR Southwest LLC of Stone Mountain, Georgia in the amount of the base bid (including Option #1 & Option #2) at a total amount of \$661,253.00.*

*Procurement #20-016, Firefighter Personal Protective Equipment (116 Sets of Coats and Pants) - County Council awarded a purchase order to Newton's Fire and Safety Equipment, in the amount of \$266,732.21. for firefighter personal protective equipment (116 Sets Coats and Pants).*

*Annual Plantation Tours: Request for one-time road maintenance – County Council authorized staff to proceed with a “one-time grading” of the entry road at Estherville Plantation in preparation for the Annual Plantation Tours at a cost of approximately \$130.00 charged to the Georgetown County Public Services road maintenance budget.*

*Georgetown County Sheriff's Office - Byrne Grant Funding Award – A report was provided as information regarding a Byrne Grant Funding award received by the Georgetown County Sheriff's Office in the amount of \$114,864.*

**PUBLIC HEARING:**

Ordinance No. 20-06

County Council held a public hearing on Ordinance No. 20-06, an amendment to Article 2, Section 2-2 of the Georgetown County Development Regulations reducing the submission time frame for applications to

the Planning Commission. There were no public comments, and Chairman John Thomas ordered the public hearing closed.

Ordinance No. 20-07

A public hearing was held on Ordinance No. 20-07, an Ordinance to Amend Ordinance No. 2017-17 to authorize the Lease of Hangars and Other Storage Facilities at the Georgetown County Airports. No individual came forward to speak for, or against, Ordinance No. 20-07, and the public hearing was closed.

Ordinance No. 20-08

Chairman John Thomas opened a public hearing on Ordinance No. 20-08, an Ordinance to Amend an Existing Agreement between Georgetown County, South Carolina, and Towerco LLC Pertaining to the Lease of Space totaling approximately 2,100 Square Feet Located at Station 82, 112 Beaumont Drive, Pawleys Island, SC for the Construction and Maintenance of a Wireless Tower. There were no public comments, and the Chairman closed the public hearing.

**APPOINTMENTS TO BOARDS AND COMMISSIONS:**

Georgetown County Fire District 1 - Board Appointment

Councilmember Ron Charlton appointed Mr. TJ Brown to serve on the Georgetown County Fire District 1 Board (representing Council District 2). Councilmember Lillie Jean Johnson seconded the motion. There was no discussion following the motion.

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

Councilmember Lillie Jean Johnson moved to reappoint Mr. William Walker (serving at large) on the Fire District 1 Board. Councilmember Everett Carolina offered a second on the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

Midway Fire-Rescue Board

Councilmember Steve Goggans moved to re-appoint the following members of the Midway Fire-Rescue Board to an additional term of service: Richard "Dick" Faulk, John Lapworth, and James Mueller. Councilmember Ron Charlton seconded the motion. There was no discussion on the motion.

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

**ORDINANCES-Third Reading:**

Ordinance No. 20-05

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 20-05, an amendment to the Article XVII, Section 1702.2 of the Zoning Ordinance regarding the submission time frame for applications to the Planning Commission. Councilmember Raymond Newton offered a second on the motion. Chairman Thomas called for discussion on the motion, and there was none.

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

Ordinance No. 20-06

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 20-06, an amendment to Article 2, Section 2-2 of the Development Regulations regarding the time frame for applications to the Planning Commission. Councilmember Raymond Newton offered a second. There was no discussion following the motion.

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

Ordinance No. 20-07

Councilmember Everett Carolina moved for third reading approval of Ordinance No. 20-07, an Ordinance to Amend Ordinance No. 2017-17 authorizing the Lease of Hangars and Other Storage Facilities at the Georgetown County Airports. Councilmember Raymond Newton offered a second. Chairman Thomas called for discussion on the motion. There was none.

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

Ordinance No. 20-08

Councilmember Raymond Newton moved for third reading approval of Ordinance No. 20-08, an Ordinance to amend an Existing Agreement between Georgetown County, South Carolina, and TowerCo LLC, pertaining to the Lease of Space Totaling Approximately 2,100 Square Feet located at Midway Fire Station 82, 112 Beaumont Drive, Pawleys Island, SC for the construction and maintenance of a communications tower. Councilmember Everett Carolina seconded the motion. Chairman Thomas called for discussion on the motion, and there was none.

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

**ORDINANCES-Second Reading:**

Ordinance No. 20-10

Councilmember Everett Carolina moved for second reading approval of Ordinance No. 20-10, an Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the Town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended. Councilmember Raymond Newton offered a second on the motion. Chairman Thomas called for discussion.

Councilmember Everett Carolina moved to amend Ordinance No. 20-10 to incorporate text as provided (as the ordinance was introduced by title only) including that the property may be disposed of via lease or deed. Councilmember Newton seconded the amendment. There was no further discussion.

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

Opposed: Steve Goggans

The vote on the main motion was as follows:

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

Opposed: Steve Goggans

**ORDINANCES-First 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, SC (TMS #02-0122-069-00-00) from Commercial to Medium Density Residential.

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

Ordinance No. 20-13 – An Ordinance Authorizing the Execution of a Lease and Term Extension of an existing agreement with Crown Castle Communications, for a tower site on Grate Avenue to allow for Continued Maintenance.

**BIDS:**

No reports.

**REPORTS TO COUNCIL:**

No reports.

**DEFERRED:**

Ordinance No. 19-25

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

Ordinance No. 20-09

County Council deferred action on Ordinance No. 20-09, an ordinance to approve the Execution and Delivery of an Intergovernmental Agreement with the City of Georgetown, South Carolina; and Other Matters Relating Thereto.

**EXECUTIVE SESSION:**

Councilmember Raymond Newton made a motion to move into Executive Session in order to discuss a personnel matter related to the search for an administrator. Councilmember Lillie Jean Johnson offered a second on the motion. There was no discussion following the motion.

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

County Council moved into Executive Session at 5:51 PM

**OPEN SESSION:**

As Open Session resumed at 6:44 PM, Chairman John Thomas stated that during Executive Session, County Council discussed a personnel matter as previously disclosed. No decisions were made by County Council, nor were any votes taken during Executive Session.

Chairman John Thomas called for additional business to come before County Council. Councilmember Steve Goggans moved authorize the Human Resources Director to begin discussions with Ms. Angela Christian regarding the position of County Administrator. Councilmember Raymond Newton seconded the motion. No discussion followed the motion.

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

Being no further business to come before County Council, Councilmember Louis Morant made a motion to adjourn the meeting, seconded by Councilmember Everett Carolina. The meeting adjourned at 6:45 PM.

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Date

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Clerk to Council

Item Number: 6.a  
Meeting Date: 4/14/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Parks and Recreation Commission

**CURRENT STATUS:**

Pending appointment.

**POINTS TO CONSIDER:**

There is currently a vacancy on the Georgetown County Parks and Recreation Commission representing Council District 6. Councilmember Steve Goggans has recommended the appointment of Jim Mallow to fill this seat.

If appointed, Mr. Mallow will complete an unexpired term of service that will end on March 15, 2023.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Ratify appointment of Jim Mallow to the Parks and Recreation Commission.
2. Do not ratify this appointment.

**STAFF RECOMMENDATIONS:**

Recommendation to appoint Mr. Jim Mallow to the Parks and Recreation Commission (representing Council District 6).

**ATTACHMENTS:**

Description	Type
▢ Parks and Recreation Commission_Jim Mallow	Backup Material

**QUESTIONNAIRE FOR  
BOARD / COMMISSION**  
PLEASE PRINT

## **VITA**

**JAMES MALLOW**

245 BOATMEN DRIVE

PAWLEYS ISLAND, S.C. 29585

[sweetacres2@yahoo.com](mailto:sweetacres2@yahoo.com)

(843-333-4851)

### **EDUCATION**

B.S. in Forestry @West Virginia University, Masters in Business from Central Michigan University

### **WORK EXPERIENCE**

Spent a career of 40 years working in the Natural Resources field including with the U.S. Forest Service and the Maryland Department of Natural Resources in numerous capacities including State Park Administrator (responsible for 40 state park operations) and Director/State Forester of the Maryland Forest Service.

### **PERSONAL**

Grew up in Maryland. Moved to Pawleys Island with my wife Debbie in 2003. I live in the community of Tradition.

### **COMMUNITY INVOLVEMENT**

Served on the Georgetown County Park master plan committee that formulated the county overall park development plan in 2005.

Until recently served as a core member of the advisory group SODA in opposition to offshore drilling of oil and gas.

Served a term of three years as a board member for Georgetown County Habitat for Humanity.

I desire to lend my knowledge and experiences in the overall field of natural resources toward the continued growth of the county park and recreation system.

**Item Number:** 6.b  
**Meeting Date:** 4/14/2020  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Georgetown County Fire District 1 - Board Appointment

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

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

Council member Louis Morant would like to reappoint Mr. William Massey to the Fire District 1 Board representing Council District 7.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Reappoint Mr. William Massey to serve on the Georgetown County Fire 1 District Board (representing Council District 7).
2. Do not ratify this appointment.

**STAFF RECOMMENDATIONS:**

Recommendation for the reappointment of Mr. William Massey to serve on the Georgetown County Fire District 1 Board (representing Council District 7).

Item Number: 6.c  
Meeting Date: 4/14/2020  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #20-013, FY20 Municipal Lease/ Purchase Financing for Vehicles and Heavy Equipment

**CURRENT STATUS:**

The County seeks a municipal lease/purchase financing agreement for equipment scheduled to be financed in the 2020 Capital Equipment Replacement Plan. The estimated amount to be financed is \$2,227,536.

**POINTS TO CONSIDER:**

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were five (5) responses received:

- 1) Truist Bank @ \$2,335,298.46;
- 2) Banc of America Public Capital Corp @ \$2,300,689.66;
- 3) TD Equipment Finance, Inc. @ \$2,329,786.04;
- 4) Bank Funding, LLC @ \$2,356,619.88; and
- 5) First Government Lease Company @ \$2,742,971.36

**FINANCIAL IMPACT:**

See Recommendation & Resolution.

**OPTIONS:**

- 1) Approve the award of a Municipal Lease/Purchase Financing Agreement to Truist Bank and adopt Resolution 20-07 to approve the financing terms.
- 2) Decline to award.

**STAFF RECOMMENDATIONS:**

Proposals were reviewed by the County's Director of Finance & Budget Analyst. Truist Bank was found to be in the best interest of the County at the rates quoted. Two other bidders offered slightly lower interest rates but were not favored for the following reasons:

- 1) The lowest bidder, Banc of America Public Capital Corp., wanted a notice of intent to finance by March 17<sup>th</sup> in order to hold interest rates until closing. We specifically indicated in our bid document that rates must be held a minimum of 30 days from the bid opening date.
- 2) The second lowest bidder, TD Equipment Finance, Inc., wanted a notice of intent to finance by March 24<sup>th</sup> in order to hold interest rates until closing. We specifically indicated in our bid document that rates must be held a minimum of 30 days from the bid opening date.
- 3) Truist Bank was the 3<sup>rd</sup> lowest offeror. Truist Bank has verified their quoted interest rates are valid through May 9, 2020 as indicated in their bid submittal. Truist Bank (formerly BB&T) has

provided the County with efficient closings and superior service and flexibility throughout the lease terms of numerous municipal lease-purchase financings over the years. Therefore, Finance Staff recommends award to Truist Bank in accordance with the terms offered and further recommends adoption of Resolution 2020-07.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Exhibit B Vehicle & Equipment Summary	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Recommendation from Mr. Ed Kilcullen, Finance Director	Cover Memo
▣ Resolution No 20-07 Approving Financing Terms	Resolution Letter

## EXHIBIT B

Dept #	Department	Authorized Vehicle	VIN	Year Model	Make	Model	Financing Term (Yrs)	Outlay Budgeted	Veh/Equip Purchase Price	Financing Required
<b>Lease 2019-1</b>										
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	49,183	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	49,183	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	49,183	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	49,183	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	40,420	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	40,420	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	40,420	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	40,420	46,100
205	Sheriff	Patrol Vehicle	PO 2020-00000256	2020	Chevy	Tahoe	4	46,100	40,420	46,100
206	Sheriff	Patrol Vehicle	PO 2020-00000137	2019	Chevy	Tahoe	4	46,100	44,348	46,100
207	Sheriff	Patrol Vehicle	PO 2020-00000137	2019	Chevy	Tahoe	4	46,100	44,348	46,100
208	Sheriff	Patrol Vehicle	PO 2020-00000137	2019	Chevy	Tahoe	4	46,100	44,348	46,100
209	Sheriff	Patrol Vehicle	PO 2020-00000137	2019	Chevy	Tahoe	4	46,100	44,348	46,100
								599,300	576,224	599,300
<b>Lease 2019-2</b>										
301	Public Works	Bush Hog	1L0611MVJH920586	2019	John Deere	6110M Tractor w/attachment	6	168,000	159,070	159,070
999	County Fire	Pick up Truck	PO 2020-00000124	2019	Chevy	Tahoe	6	43,000	36,809	36,809
999	County Fire	SUV	PO 2020-00000124	2019	Chevy	Tahoe	6	36,000	36,809	36,809
305	Landfill	Bush Hog	PO 2020-00000316	2019	Kubota	M6 Farm Tractor	6	90,640	77,930	77,930
305	Landfill	Excavator	NO PO				6	254,177	254,177	254,177
305	Landfill	Front End Loader	NO PO				6	202,282	202,282	202,282
305	Landfill	Fuel Truck	PO 2020-00000294	2019	Freightliner	Fuel Truck	6	187,030	184,643	184,643
307	Collections	Roll Off Truck w/Cable Hoist	PO 2020-00000213	2019	Freightliner	Roll Off Truck	6	171,120	150,441	150,441
307	Collections	Roll Off Truck w/Cable Hoist	PO 2020-00000213	2019	Freightliner	Roll Off Truck	6	171,120	150,441	150,441
308	Recycling	Pick up Truck	NO PO				6	32,500	32,500	32,500
308	Recycling	Rear Loader	NO PO				6	135,500	135,500	135,500
								1,491,369.00	1,420,602.00	1,420,602.00
<b>Lease 2019-3</b>										
999	County Fire	Squad 4	PO 2020-00000344	N/A	Dodge	Light Duty Squad	8	250,000	207,634	207,634
								250,000.00	207,634.00	207,634.00
								2,340,669	2,204,460	2,227,536



**Public Bid Opening Tabulation**  
**Bid #20-013, FY20 Municipal Lease/Purchase Financing For**  
**Vehicles & Heavy Equipment**  
**Wednesday, March 11, 2020 @ 3:00PM Eastern Time**

Offeror:	Truist Bank				
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease 2020-1 Financing	\$599,300.00	4-Yrs Arrears	1.37	*154,991.42	619,965.68
Lease 2020-2 Financing	\$1,420,602.00	6-Yrs Arrears	1.44	*248,842.21	1,493,053.26
Lease 2020-3 Financing	\$207,634.00	8-Yrs Arrears	1.54	*27,784.94	222,279.53
Total Financing ►	\$2,227,536.00				\$ 2,335,298.46
TOTAL Fees (Line 3)					\$ None
TOTAL Payback (Line 4)					\$ 2,335,298.46

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror:	Bank of America Public Capital Corp				
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease 2020-1 Financing	\$599,300.00	4-Yrs Arrears	.9049	*153,229.66	*612,918.65
Lease 2020-2 Financing	\$1,420,602.00	6-Yrs Arrears	.9788	*244,943.80	*1,469,662.80
Lease 2020-3 Financing	\$207,634.00	8-Yrs Arrears	1.1068	*27,263.53	*218,108.21
Total Financing ►	\$2,227,536.00				\$ 2,300,689.66
TOTAL Fees (Line 3)					\$ NONE
TOTAL Payback (Line 4)					\$ 2,300,689.66

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror:	Bank Funding, LLC				
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease 2020-1 Financing	\$599,300.00	4-Yrs Arrears	1.56	*155,713.40	622,853.60
Lease 2020-2 Financing	\$1,420,602.00	6-Yrs Arrears	1.72	*251,222.90	1,507,337.40
Lease 2020-3 Financing	\$207,634.00	8-Yrs Arrears	1.89	*28,209.86	225,678.88
Total Financing ►	\$2,227,536.00				\$ 2,355,869.88
TOTAL Fees (Line 3)					\$ 750.00
TOTAL Payback (Line 4)					\$ 2,356,619.88

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Opened By

Witnessed By



**Public Bid Opening Tabulation**  
**Bid #20-013, FY20 Municipal Lease/Purchase Financing For**  
**Vehicles & Heavy Equipment**  
**Wednesday, March 11, 2020 @ 3:00PM Eastern Time**

Offeror:	<i>First Government Lease Company</i>				
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease 2020-1 Financing	\$599,300.00	4-Yrs Arrears	<i>7</i>	<i>*176,010.76</i>	<i>704,042.24</i>
Lease 2020-2 Financing	\$1,420,602.00	6-Yrs Arrears	<i>7</i>	<i>296,407.20</i>	<i>1,778,923.30</i>
Lease 2020-3 Financing	\$207,634.00	<i>648</i> 8-Yrs Arrears	<i>7</i>	<i>43,334.00</i>	<i>*260,005.93</i>
Total Financing ►	\$2,227,536.00				<i>\$ 2,742,971.36</i>
TOTAL Fees (Line 3)					<i>\$ NONE</i>
TOTAL Payback (Line 4)					<i>\$ 2,742,971.36</i>

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror:	<i>TD Equipment Finance Inc.</i>				
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease 2020-1 Financing	\$599,300.00	4-Yrs Arrears	<i>1.23</i>	<i>*154,460.28</i>	<i>*617,841.12</i>
Lease 2020-2 Financing	\$1,420,602.00	6-Yrs Arrears	<i>1.35</i>	<i>*248,502.98</i>	<i>*1,491,017.88</i>
Lease 2020-3 Financing	\$207,634.00	8-Yrs Arrears	<i>1.40</i>	<i>*27,615.88</i>	<i>*220,927.04</i>
Total Financing ►	\$2,227,536.00				<i>\$ 2,329,786.04</i>
TOTAL Fees (Line 3)					<i>\$ None</i>
TOTAL Payback (Line 4)					<i>\$ 2,329,786.04</i>

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror:					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease 2020-1 Financing	\$599,300.00	4-Yrs Arrears			
Lease 2020-2 Financing	\$1,420,602.00	6-Yrs Arrears			
Lease 2020-3 Financing	\$207,634.00	8-Yrs Arrears			
Total Financing ►	\$2,227,536.00				\$
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Opened By

Witnessed By



## **Memorandum of Recommendation**

**March 28, 2020**

**To: Nancy Silver**

**Fr: Ed Kilcullen**

A handwritten signature in black ink, appearing to be 'EK' with a stylized flourish.

### **Procurement #20-013 – FY20 Municipal Lease Purchase Financing**

**I have reviewed all bids submitted in conjunction with #20-013 Procurement for Lease Purchase Financing for FY2020 Equipment Acquisitions. Of the three lowest bidders, two failed to meet our minimum 30 day bid price hold requirement. Therefore, I find the third bidder, Truist Bank, to be the lowest responsive bidder.**

**It is my recommendation that we enter into a financing agreement with Truist in accordance with the terms they offered.**

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GEORGETOWN )

RESOLUTION #20-07  
APPROVING FINANCING TERMS

**WHEREAS:** Georgetown County ("County") has previously determined to undertake a project for Equipment Lease Purchase, and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The County hereby determines to enter into an Equipment Lease Purchase Agreement, through Truist Bank (Lender), in accordance with their proposal dated March 9, 2020. The amount of funds financed shall not exceed \$3,000,000.00. The annual interest rates (in the absence of default or change in tax status) and financing terms shall not exceed:

<u>Term</u>	<u>Bank Qualified Rate</u>
4 years (annual payments in arrears)	1.37%
6 years (annual payments in arrears)	1.44%
8 years (annual payments in arrears)	1.54%

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and an Escrow Agreement as Truist may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the equipment that is to be financed from the proceeds of the Truist financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other fund related to the equipment, for equipment costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

**Adopted this 14<sup>th</sup> day of April 2020.**

SEAL

By: \_\_\_\_\_  
Clerk to County Council  
Georgetown County, South Carolina

By: \_\_\_\_\_  
Chairman, County Council  
Georgetown County, South Carolina

Item Number: 7.a  
Meeting Date: 4/14/2020  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**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 Dispose of the Property, via Lease or Deed, 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 for use as a 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, and authorize the County Administrator to lease and/or transfer the interests by applicable deed at the appropriate future date.

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Public Hearing on Ordinance No. 20-10.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 20-10 - To Declare as Surplus Property Located in Andrews (as amended 3/10)	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 DISPOSE OF THE PROPERTY, VIA LEASE OR DEED, 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, and hereby authorizes the County Administrator to dispose of the property, via lease or transfer the interests by applicable deed, 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, VIA LEASE OR DEED, 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.

(as amended 3/10/20)

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  
Legal Counsel for Georgetown County

First Reading: \_\_\_\_\_, 2020  
Second Reading: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

EXHIBIT A



Item Number: 7.b  
Meeting Date: 4/14/2020  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**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:**

Public Hearing on Ordinance No. 20-11.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▢ Ordinance No 20-11 FLU Map for N Morgan Ave, Andrews	Ordinance
▢ 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

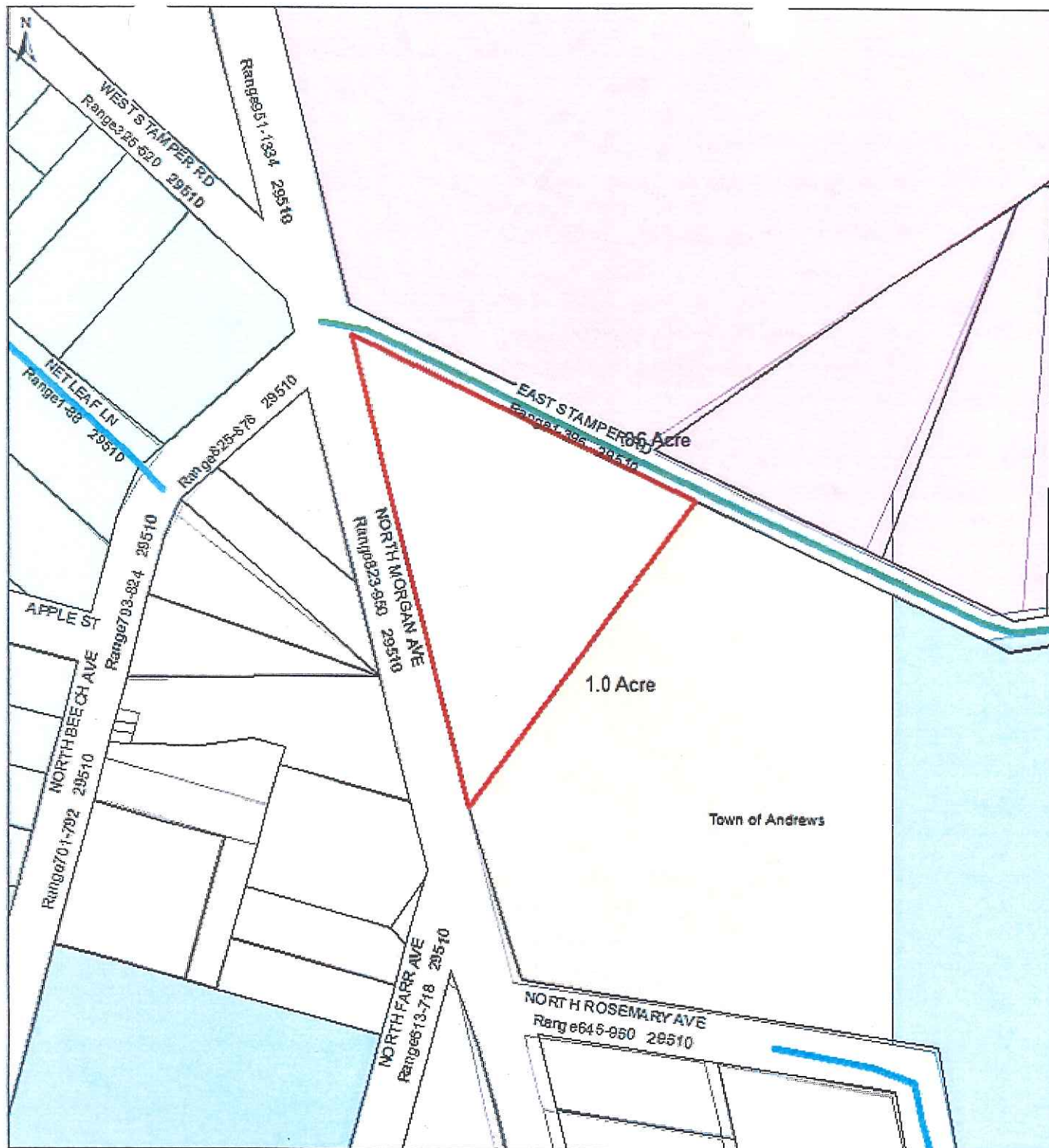
▭ TOWN OF PI

▭ 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: 7.c  
Meeting Date: 4/14/2020  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-13 – An Ordinance Authorizing the Execution of a Lease and Term Extension for property off of Grate Avenue, Pawleys Island, SC (TMS 04-0416-008-00-00) for Continued Maintenance of a Crown Castle Communications Tower d/b/a Global Signal Acquisitions LLC

**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:**

Public Hearing on Ordinance No. 20-13.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 20-13 Authorizing Property Lease on Grate Avenue	Ordinance
<input type="checkbox"/> 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 \_\_<sup>th</sup> DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_(Seal)  
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:** 10.a  
**Meeting Date:** 4/14/2020  
**Item Type:** THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-10 - An Ordinance to declare as surplus an approximately 0.5 acre portion of land and located in the Town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00 and to authorize the County Administrator to Dispose of the Property, via Lease or Deed, 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 for use as a 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, and authorize the County Administrator to lease and/or transfer the interests by applicable deed at the appropriate future date.

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Third reading approval of Ordinance No. 20-10.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 20-10 - To Declare as Surplus Property Located in Andrews (as amended 3/10)	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 DISPOSE OF THE PROPERTY, VIA LEASE OR DEED, 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, and hereby authorizes the County Administrator to dispose of the property, via lease or transfer the interests by applicable deed, 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, VIA LEASE OR DEED, 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.

(as amended 3/10/20)

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:

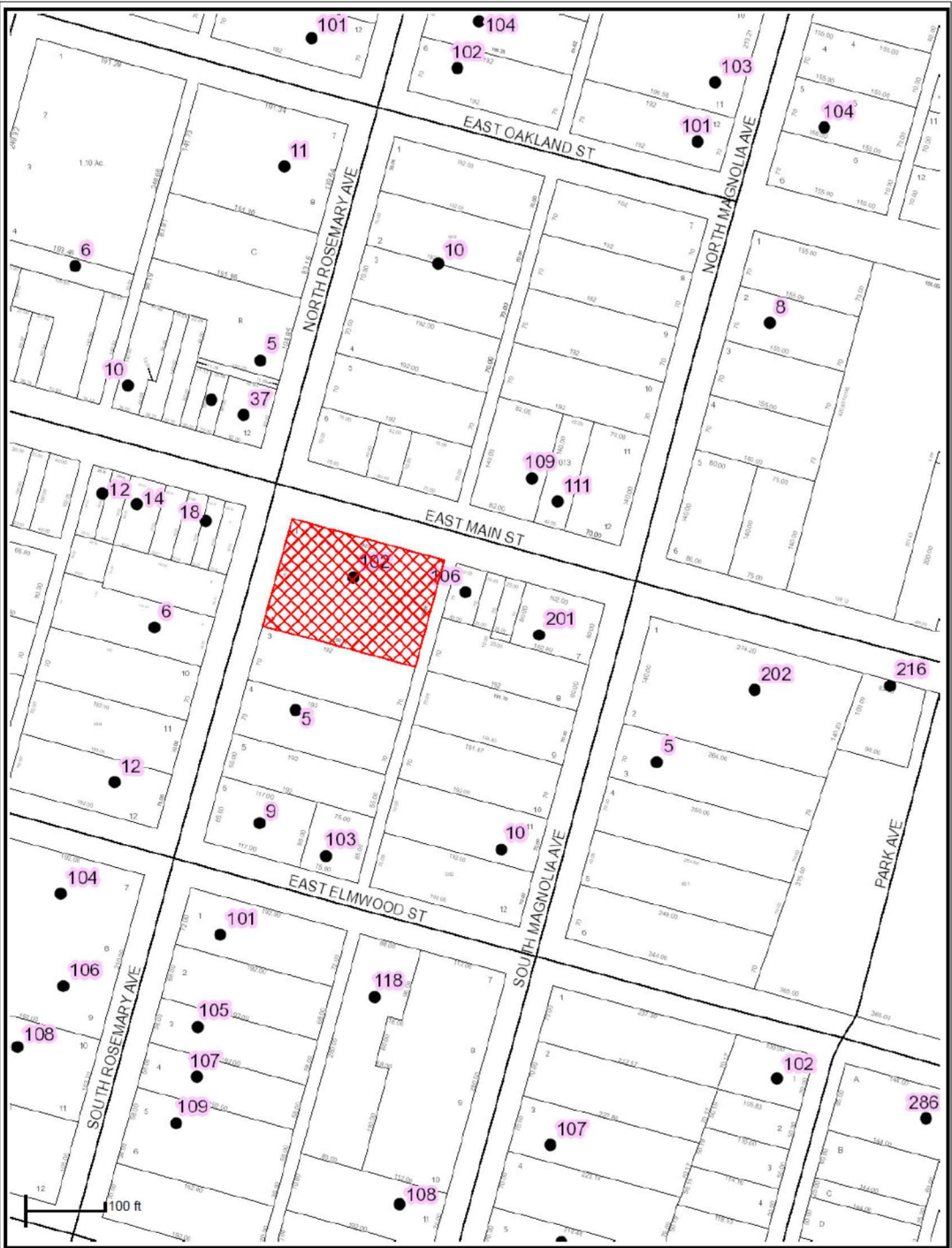
\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

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

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

First Reading: \_\_\_\_\_, 2020  
Second Reading: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

EXHIBIT A



**Item Number:** 11.a

**Meeting Date:** 4/14/2020

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**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. Georgetown County Council has proposed amending the participation term of this agreement to twenty-five (25) years.

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:**

Adoption of Ordinance No. 20-09.

*NOTE: Ordinance No. 20-09 has been amended subsequent to the previous meeting of County Council. Therefore, a motion to amend will be necessary to incorporate the revised ordinance and Intergovernmental Agreement.*

**ATTACHMENTS:**

Description	Type
▢ REVISED Ordinance No. 20-09	Ordinance
▢ REVISED IGA City of Geo. 032720	Exhibit

## AN ORDINANCE

### 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 ([including the Interim County Administrator](#), 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~~   th day of ~~March~~May, 2020.

GEORGETOWN COUNTY COUNCIL

(SEAL)

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk to Council

First Reading: ~~February 25~~April   , 2020  
Second Reading: ~~March 10~~April   , 2020  
Public Hearing: ~~March 10~~April   , 2020  
Third Reading: ~~March 24~~May   , 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~~May, 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) June 30, 2045, (ii) the TIF District, without further amendment, ceases to exist, or (iii) 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>
--------------------------------------	-------------	---------------	----------------------------------	-------------------------------

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>
--------------------------------------	-------------	----------------	-----------------------------------	-------------------------------

\* 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>
--------------------------------------	---	---	--	---	-------------	----------------------------------	---------------	---

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>
----------------------------	---------------------------------------	---------------------	--------------------------------------

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>
--------------------------------------	-------------------------------	-------------------------------------	---------------------------------------	---	------------------------------------	---

The following table shows the debt service requirements for TIF bonds, if any, secured by the TIF Revenues:

Period Ending June 30	TIF Bonds		Aggregate Debt Service
	Principal	Interest	
<u>2020</u>			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
<u>2038</u>			
<u>2039</u>			
<u>2040</u>			
<u>2041</u>			
<u>2042</u>			
<u>2043</u>			
<u>2044</u>			
<u>2045</u>			
<b>Total</b>			

**Item Number:** 11.b  
**Meeting Date:** 4/14/2020  
**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

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

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

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

**CURRENT STATUS:**

The Future Land Use map designates this property as commercial.

**POINTS TO CONSIDER:**

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

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

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description

Type

Ordinance No. 20-11 - Future Land Use Map Amendment

- ▣ Ordinance NO 20-11 FLU Map for IV Morgan Ave, Andrews
- ▣ Kindley FLU attachments

Ordinance

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

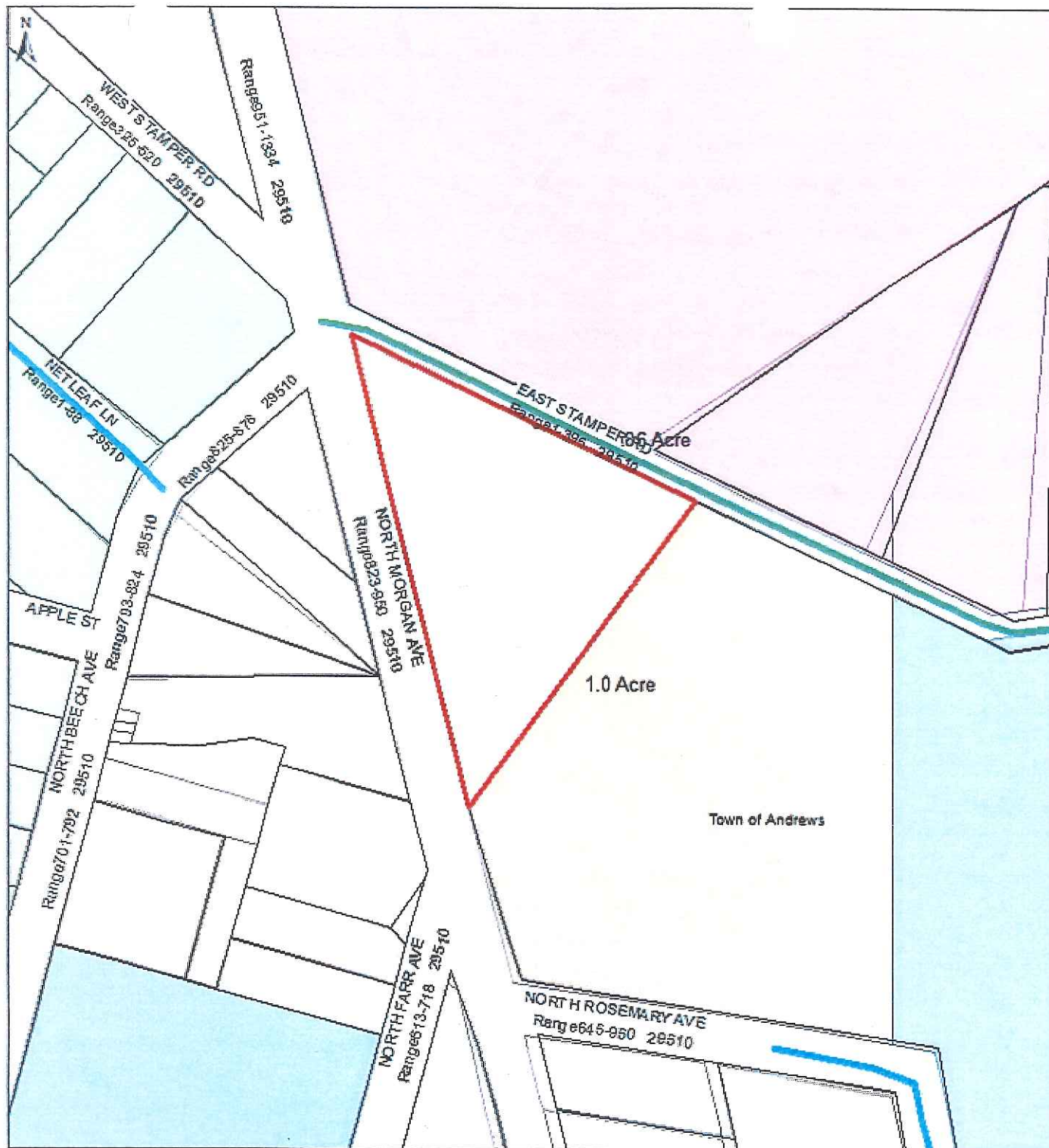
TOWN OF PI

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:** 11.c

**Meeting Date:** 4/14/2020

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

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

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

**CURRENT STATUS:**

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

**POINTS TO CONSIDER:**

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

residential (MIX 10) based on the adjacent MIX 10 zoning and the nearby residential uses. An amendment to the FLU map from commercial to medium density was also recommended.

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

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description		Type
<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

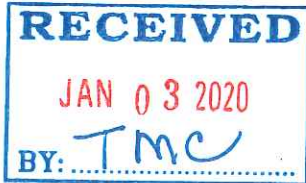
This Ordinance, No. 20-12 has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
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.

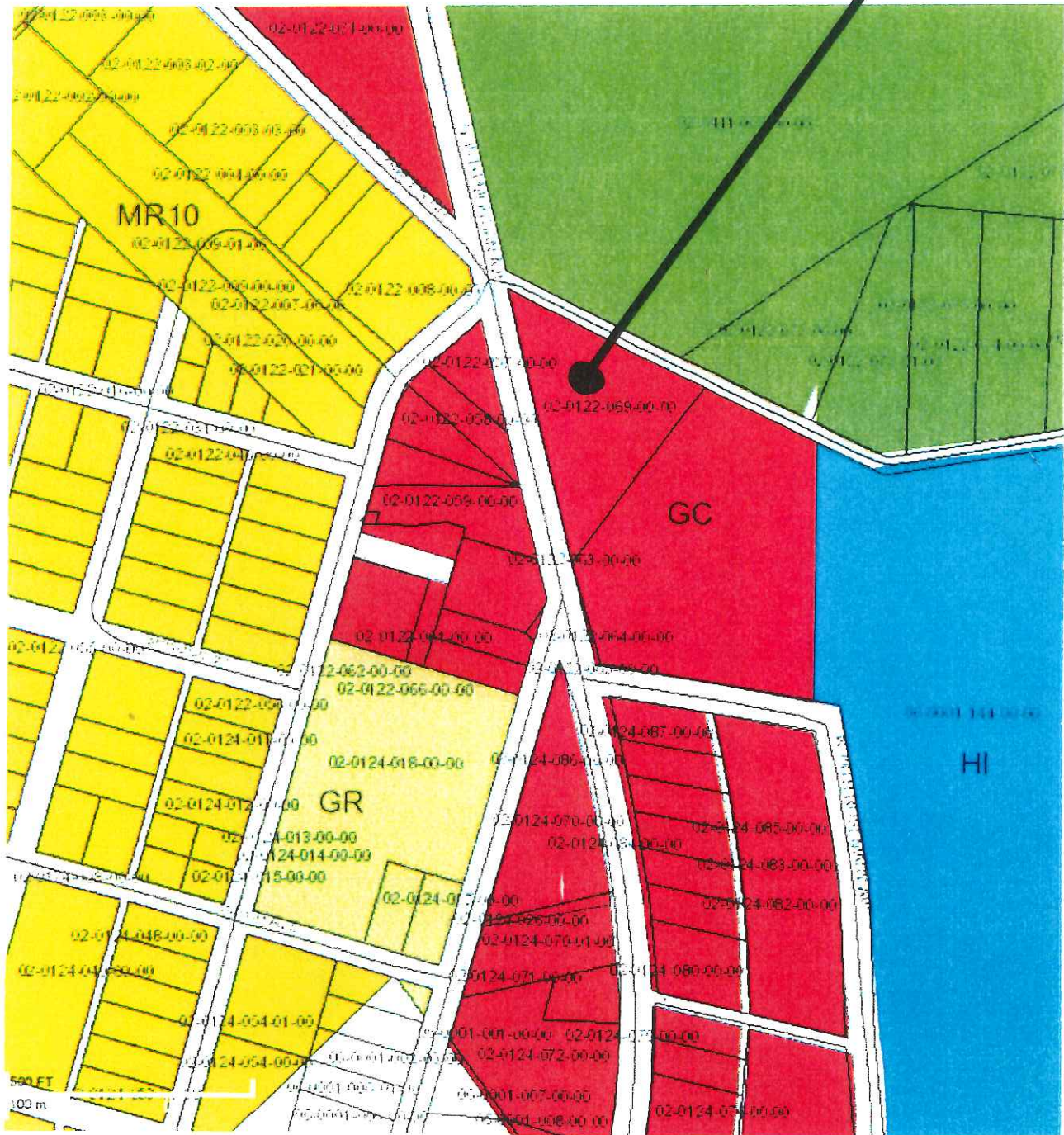
**Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.**

**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.**

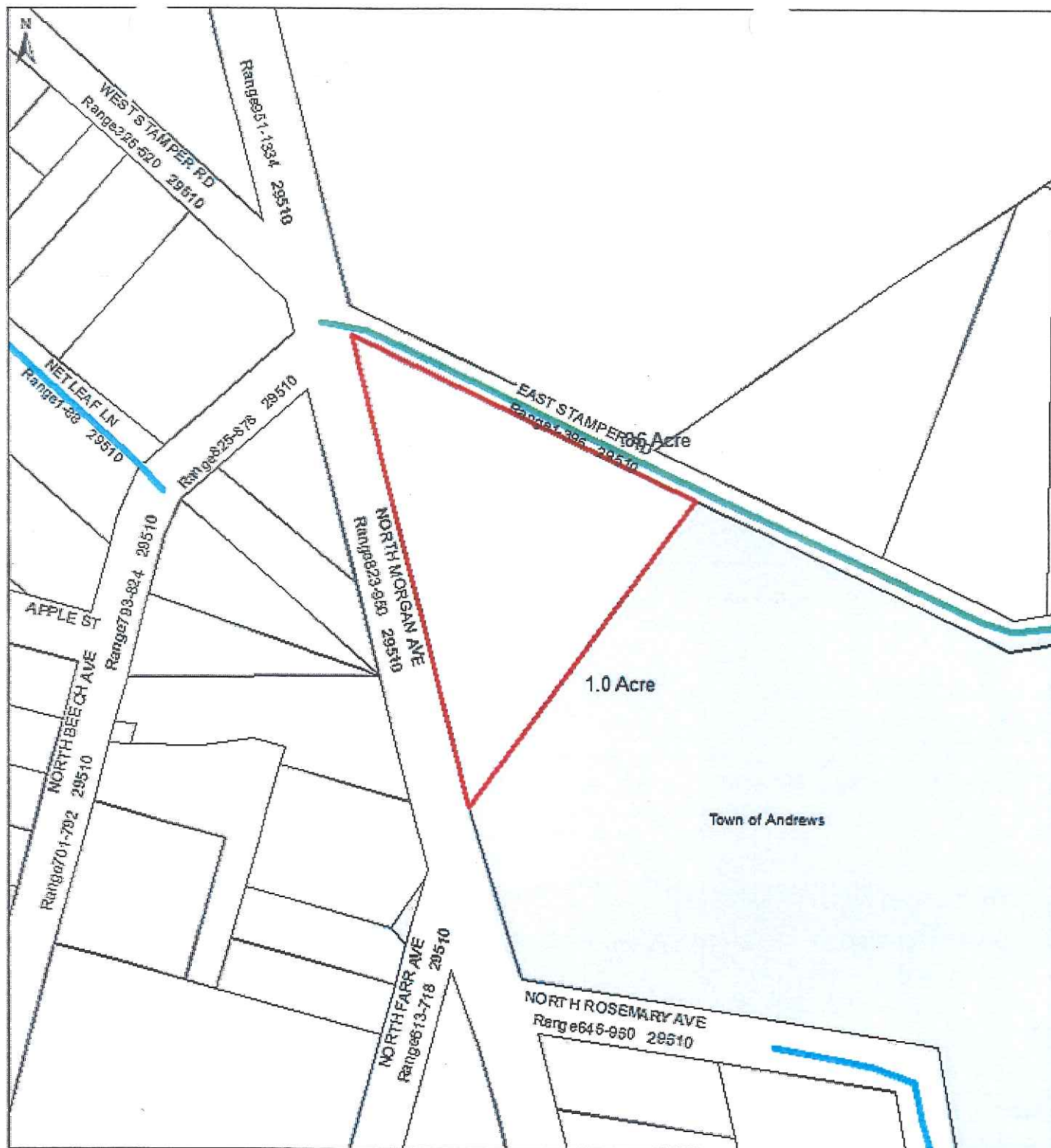
**All information contained in this application is public record and is available to the general public.**

**Please submit a PDF version of your plans if available. You may e-mail them to [csargent@georgetowncountysc.org](mailto: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.

Kindley Family Tru  
Property Aerial  
REZ 1-20-24399

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

State

Kindley Family Trust

Lot Lines

Railroads

Landmarks

2017 Med Res Imagery

RGB

Red: Band\_1

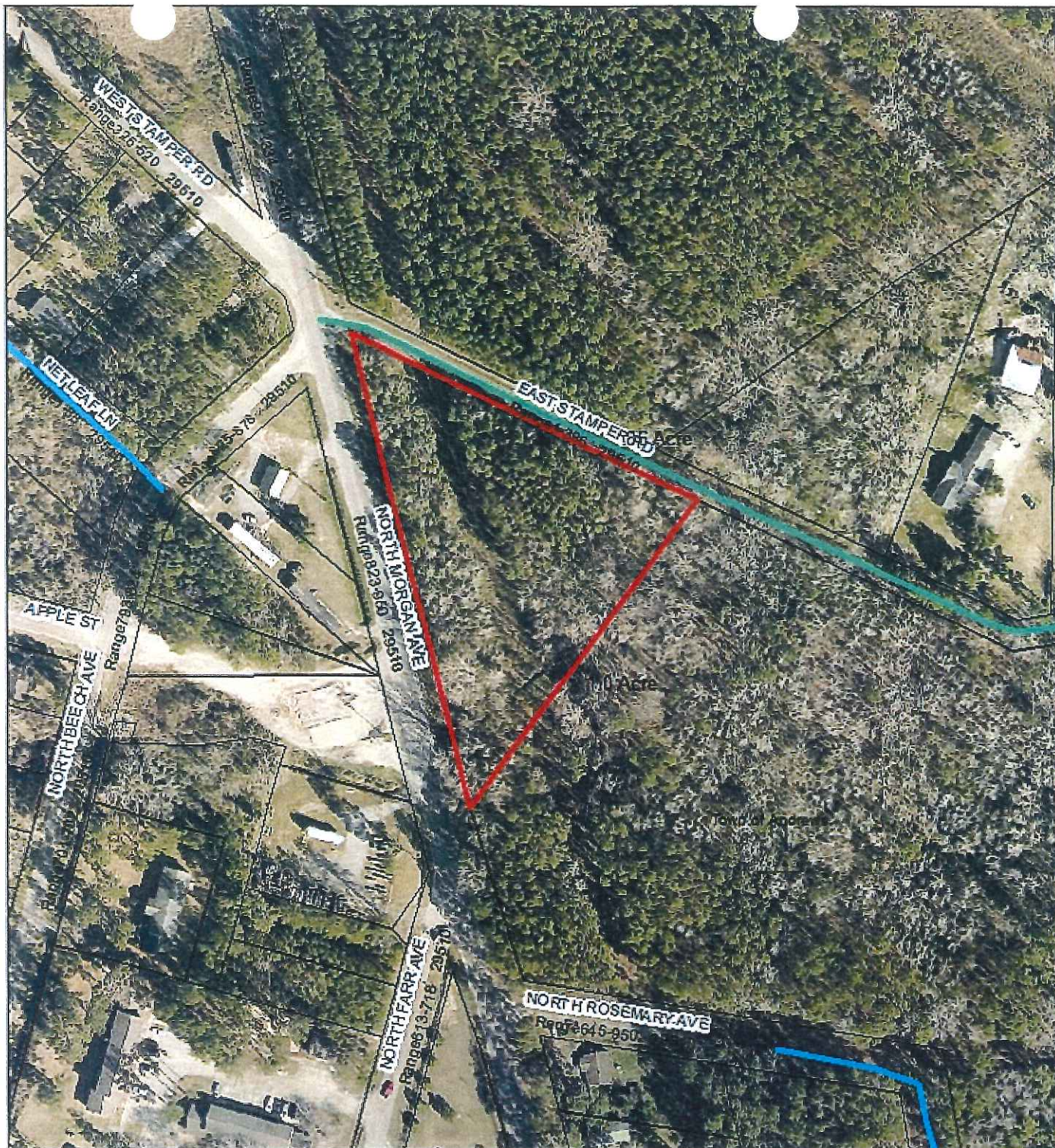
Green: Band\_2

Blue: Band\_3

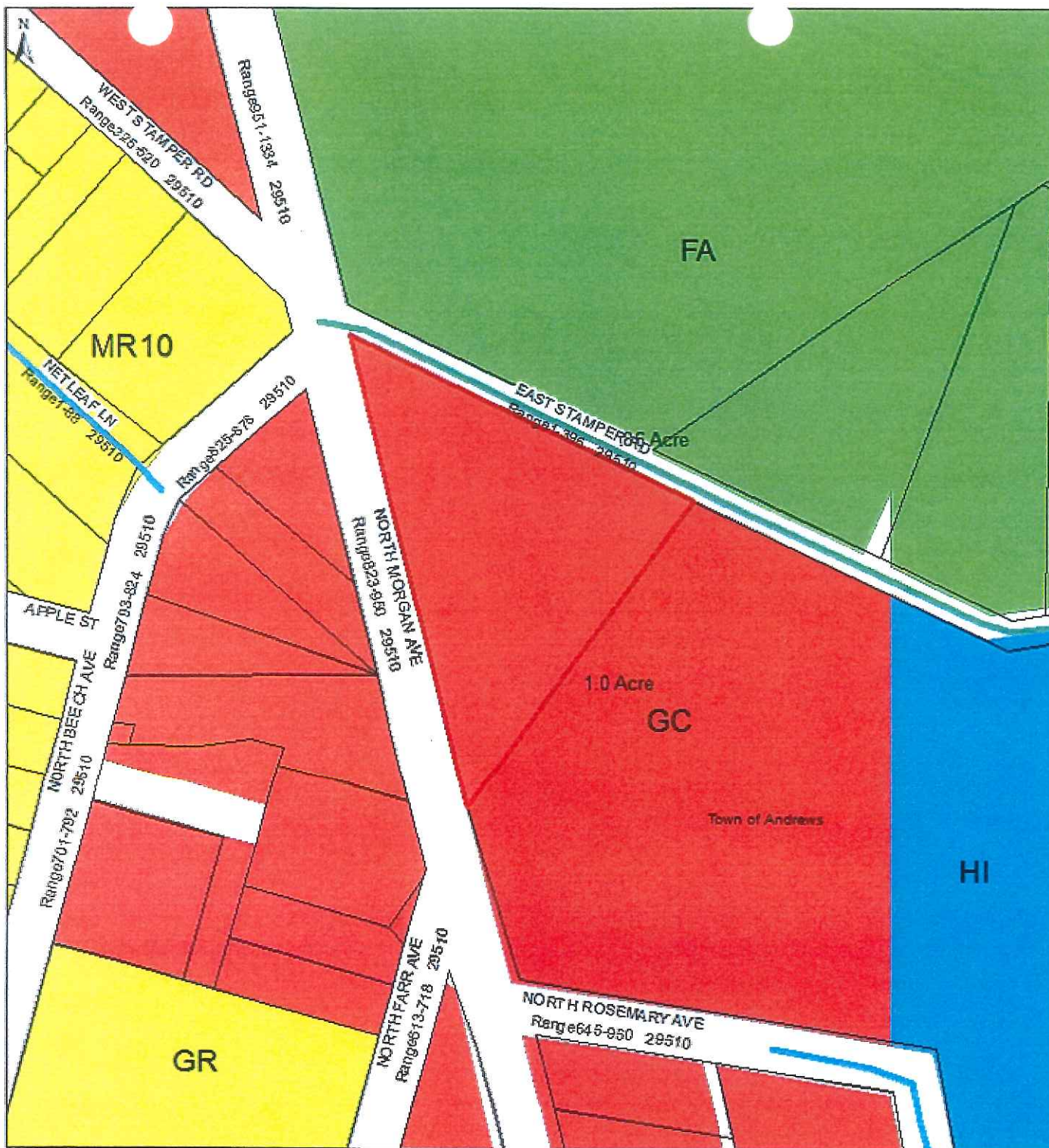
Municipalities

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.



# 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/C

RI/AC

RI

RI/4AC

RI

RI

RI

RI

RI

RI

RI/C

VR10

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

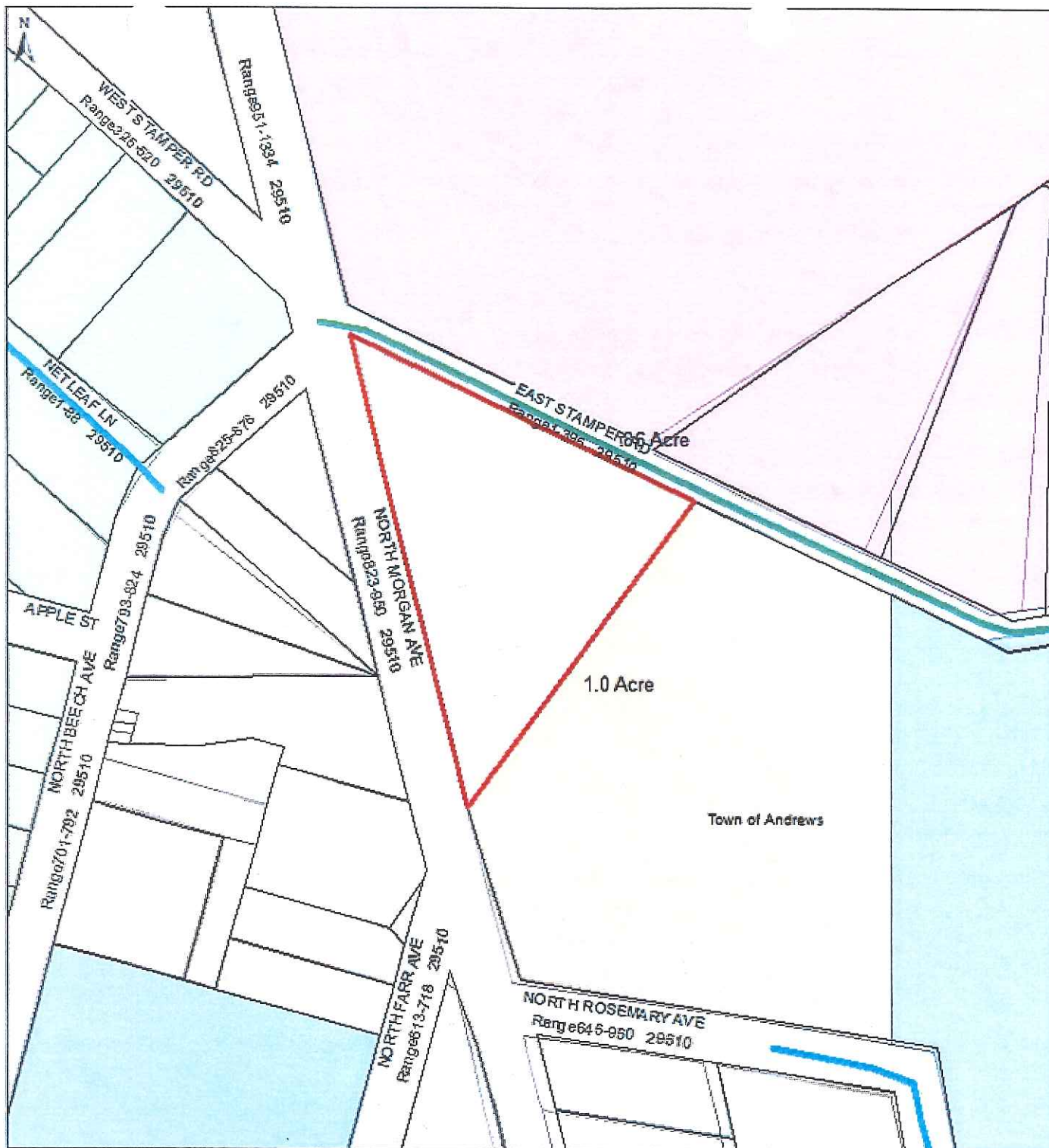
TOWN OF PI

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.



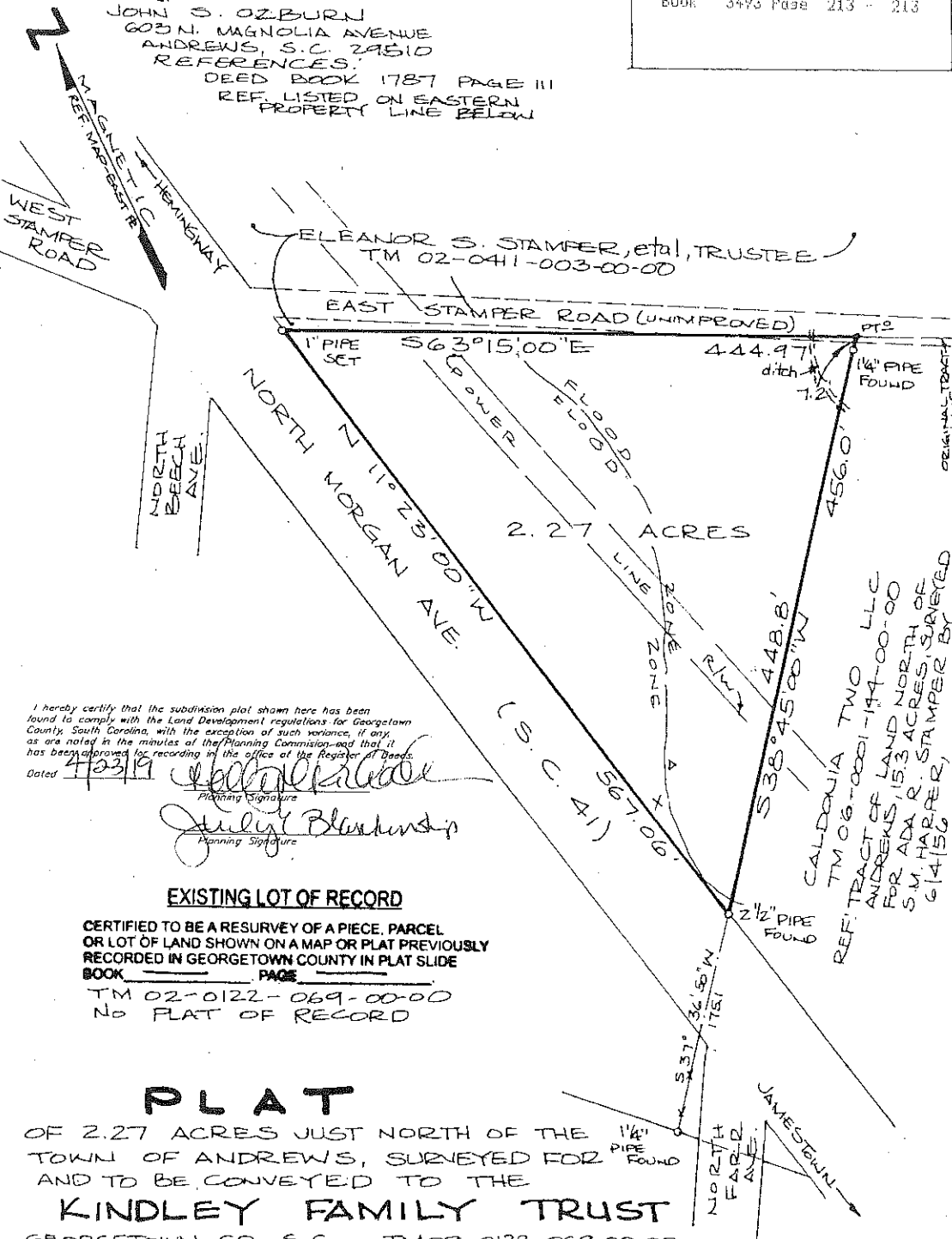
# NOTES

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]  
[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](mailto: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:** 11.d

**Meeting Date:** 4/14/2020

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-13 – An Ordinance Authorizing the Execution of a Lease and Term Extension for property off of Grate Avenue, Pawleys Island, SC (TMS 04-0416-008-00-00) for Continued Maintenance of a Crown Castle Communications Tower d/b/a Global Signal Acquisitions LLC

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

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

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Recommendation for approval of Ordinance No. 20-13.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 20-13 Authorizing Property Lease on Grate Avenue	Ordinance
<input type="checkbox"/> 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 \_\_<sup>th</sup> DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_(Seal)  
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:** 12.a  
**Meeting Date:** 4/14/2020  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-17 - To rezone a 1.86 acre parcel located on the southeast corner of Walker Road and Willie Road (TMS 01-0432-059-00-00) from Forest Agriculture (FA) to Village 10,000 Square Feet Residential (VR-10).

A request from Wendell Powers as agent for Harold Morris to rezone a portion of TMS 01-0432-059-00-00 from Forest Agriculture (FA) to Village 10,000 Square Feet Residential (VR-10). The property is located on the southeast corner of Walker Road and Willie Road. TMS 01-0432-059-00-00. Case Number REZ 10-19-23996.

**CURRENT STATUS:**

The 1.86 acre parcel contains two single family dwellings. The parcel is nonconforming due to having two principal structures on one lot in the FA district.

**POINTS TO CONSIDER:**

1. The owner wishes to subdivide the parcel into two lots (one for each dwelling); however, the total acreage of the parcel is 1.86 acres. The FA district requires a one acre minimum for new lots. The parcel does not contain sufficient area for two new FA parcels.
2. The owner has proposed rezoning the front portion (.86 acres) of the parcel to Village 10,000 Square Feet Residential (VR-10) and leaving the remaining one acre in the back as Forest Agriculture (FA). The front parcel will have road frontage on Walker Road and the rear parcel will front on Willie Road.
3. The parcel on the northwest corner of Walker Road and Willie Road is zoned VR-10 and the parcel adjacent to the south of the parcel proposed for rezoning is zoned VR-10. All other surrounding parcels are zoned FA.
4. The FLU map designates this parcel and surrounding parcels as medium density residential. A change to the FLU map will not be necessary.
5. If the rezoning is approved, both new parcels will conform to the Georgetown County Zoning Ordinance and meet the Land Development regulations.
6. Staff recommended rezoning the .86 acre lot to VR-10 and leaving the remaining 1 acre lot FA.
7. The Planning Commission voted 6 to 0 to approval for the proposed rezoning. No one, except the applicant, spoke at the public hearing.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 20-17 Rezoning Willie Road	Ordinance
<input type="checkbox"/> Morris rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 20-17

**AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 01-0432-059-00-00 LOCATED ON THE SOUTHEAST CORNER OF WALKER ROAD AND WILLIE ROAD FROM FOREST AGRICULTURE (FA) TO VILLAGE 10,000 SF (VR-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 01-0432-059-00-00 LOCATED ON THE SOUTHEAST CORNER OF WALKER ROAD AND WILLIE ROAD FROM FOREST AGRICULTURE (FA) TO VILLAGE 10,000 SF (VR-10) AS REFLECTED ON THE ATTACHED MAP.**

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

\_\_\_\_\_  
John W. Thomas (SEAL)  
Chairman, Georgetown County Council

ATTEST:

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

This Ordinance, No. 20-17 has been reviewed by me and is hereby approved as to form and legality.

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

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

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

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

REZ-10-19-23996



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

## PROPOSED ZONING AMENDMENT

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

**THE APPLICANT IS REQUESTING:** (Indicate one)

☒ A change in the Zoning Map.

☐ A change in the Zoning Text.

**The following information must be provided for either request:**

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 01-0432-059-00-00

Street Address: 83 WILLIE ROAD

City / State / Zip Code: GEORGETOWN, S.C. 29440

Lot Dimensions/ Lot Area: 1.86 ACRES

Plat Book / Page: 12 PAGE 875

Current Zoning Classification: FA

Proposed Zoning Classification: VR10 (LOT A - 0.86 AC)  
LOT B TO REMAIN  
FA

**Property Owner of Record:**

Name: Harold L. Morris, Life Estate

Address: 83 Willie Road

City/ State/ Zip Code: Georgetown, S.C.

Telephone/Fax Numbers: 843-344-0006

E-mail: N/A

Signature of Owner / Date: \_\_\_\_\_

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. 29440

Telephone/Fax: 843-546-4000

E-mail: georgetownsurvey@yahoo.com

Signature of Agent/ Date: Wendell C. Powers

Signature of Property Owner: \_\_\_\_\_

**Contact Information:**

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

Address: \_\_\_\_\_

Phone / E-mail: \_\_\_\_\_

**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 SUBDIVIDE lot. FA Zoning  
Requires 1.0 ACRE/lot. Need To Make lot A 0.86  
AC. /REZONE TO VR10 TO ALLOW DIVISION

**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:

N/A

2. Indicate the reasons for the proposed changes:

N/A

**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](mailto:csargent@georgetowncountysc.org) or include with your application.**

# Property Owners Within 400' of the Harold Morris Rezoning Request

- |   |                      |
|---|----------------------|
| Dorothy D. Lambert<br>795 Lambert Loop<br>Georgetown, S.C. 29440  | TM 01-0432-025-00-00 |
| Santee Timberlands LP<br>941B Highmarket St.<br>Georgetown, S.C. 29440  | TM 01-0442-026-07-00 |
| ✓ Trinity AME Church<br>642B Walker Road<br>Georgetown, S.C. 29440  | TM 01-0432-026-00-00 |
| ✓ Alberta G. Elam et al<br>and Vernice M. Boyd<br>c/o Louise Dunmore<br>54 Sherman St.<br>Montclair, N.J. 07042   | TM 01-0432-027-00-00 |
| ✓ Eunice Ann L. McKenzie<br>63B Dave McKenzie DR.<br>Andrews, S.C. 29510  | TM 01-0440-025-05-00 |
| ✓ Isaac G. Lambert, Jr.<br>182 Willie Road<br>Georgetown, S.C. 29440  | TM 01-0432-055-05-00 |
| ✓ Jamie L. Jordan and<br>Isaac L. Lambert<br>169 Willie Road<br>Georgetown, S.C. 29440                            | TM 01-0432-055-06-00 |
| ✓ Cynthia Morris et al and<br>Patricia Jayroe<br>c/o Brenda L. Morris<br>83 Willie Road<br>Georgetown, S.C. 29440 | TM 01-0432-055-00-00 |

• Phillip and Rita Wilson  
1025 Lambert Loop  
Georgetown, S.C. 29440

TM 01-0432-055-07-00

✓ Marshall Dean Lambert  
64 Queen Esther Drive  
Georgetown, S.C. 29440

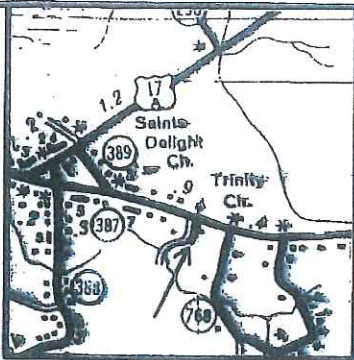
TM 01-0432-055-10-00

✓ James L. and Margaret  
M. Thomas  
6539 Walker Road  
Georgetown, S.C. 29440

TM 01-0432-058-00-00

✓ Dawson A. Lambert  
504 Squire Road  
Andrews, S.C. 29510

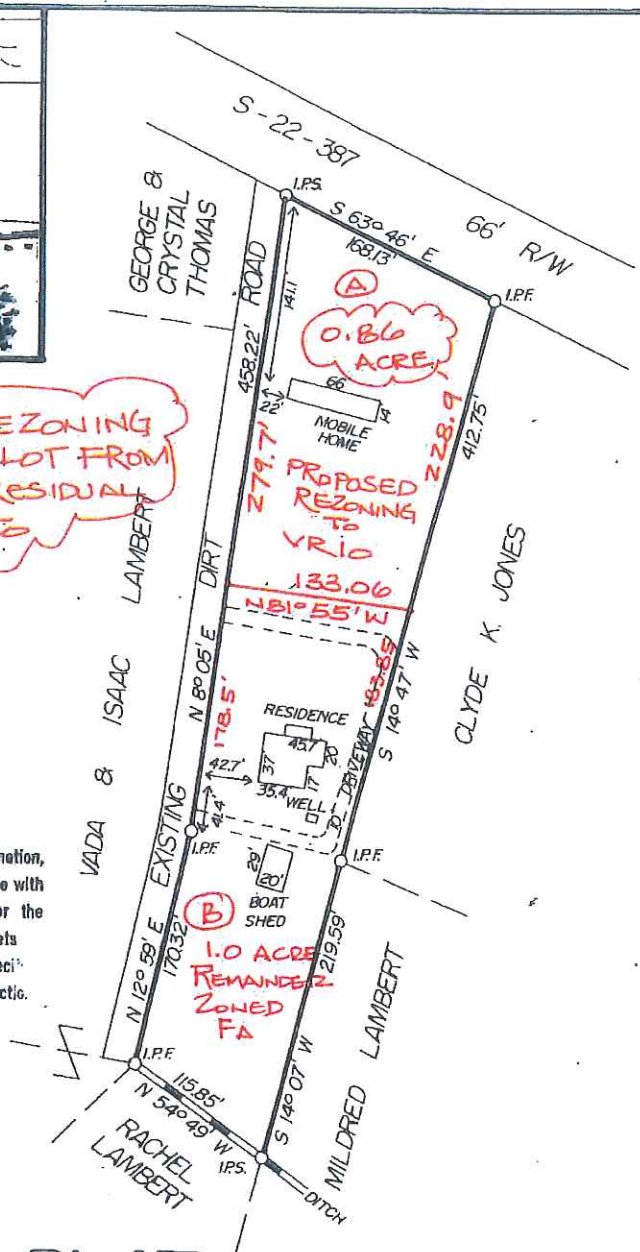
TM 01-0432-060-00-00



PROPOSED REZONING  
OF 0.86 ACRE LOT FROM  
FA TO VR 10. RESIDUAL  
1.0 ACRE LOT TO  
REMAIN FA

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

Samuel M. Harper - R.L.S. S.C.1003  
118 Screven St.  
Georgetown, S. C. 29440



PLAT

OF A SURVEY OF 1.86 ACRES OF LAND IN THE LAMBERT  
TOWN SECTION OF TAX DISTRICT NO. 1, GEORGETOWN  
COUNTY, SOUTH CAROLINA SURVEYED FOR

HAROLD L. & BRENDA MORRIS

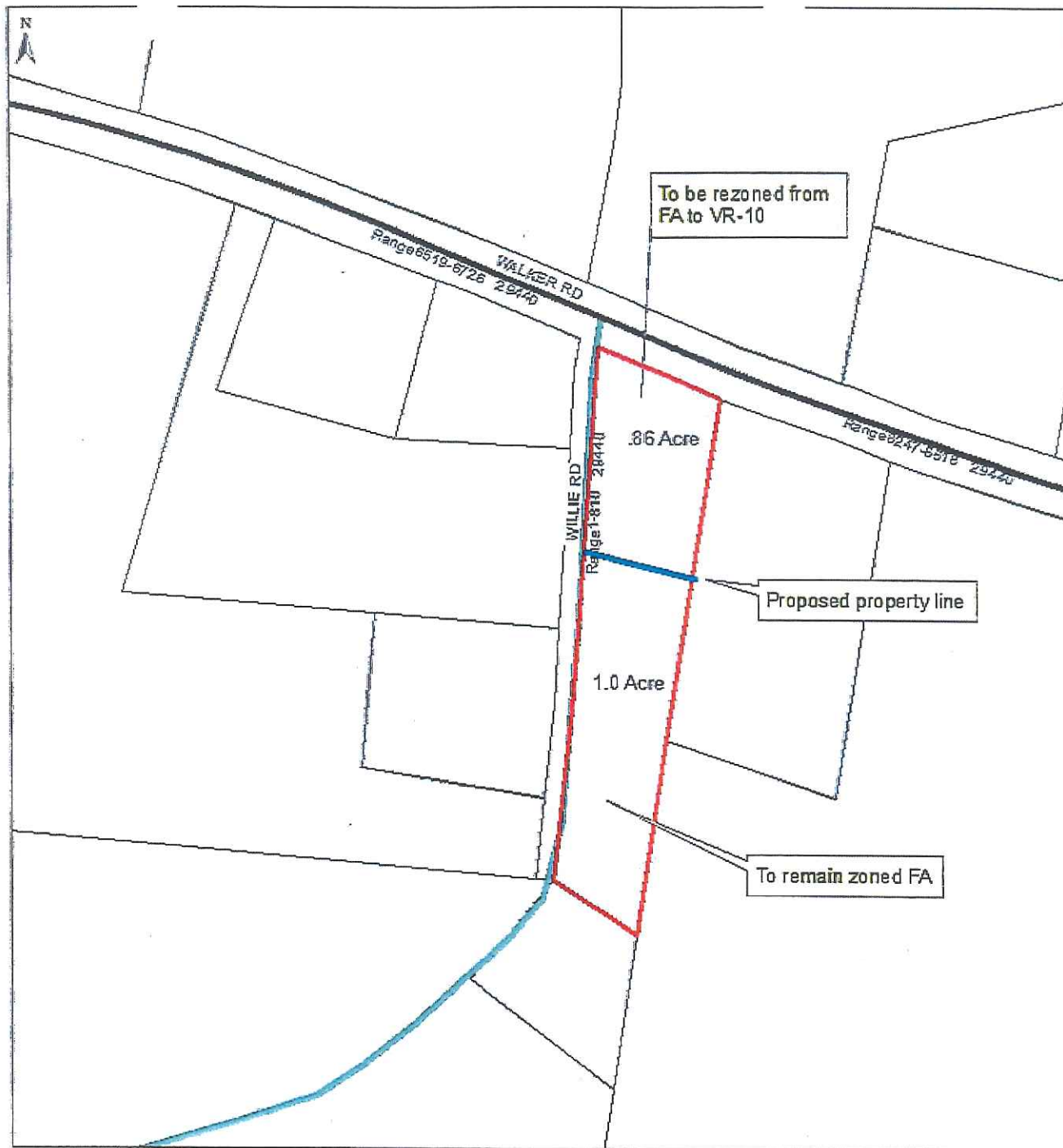


FEBRUARY 26, 1992

Samuel M. Harper, R.L.S.

REF: PLAT BOOK 12 Page 875

T-14540



Harold Morris  
Property Location  
REZ 10-19-23996

### Legend

#### Streets

— <all other values>

#### MaintainedBy

County

Private

State

Harold Morris

Lot Lines

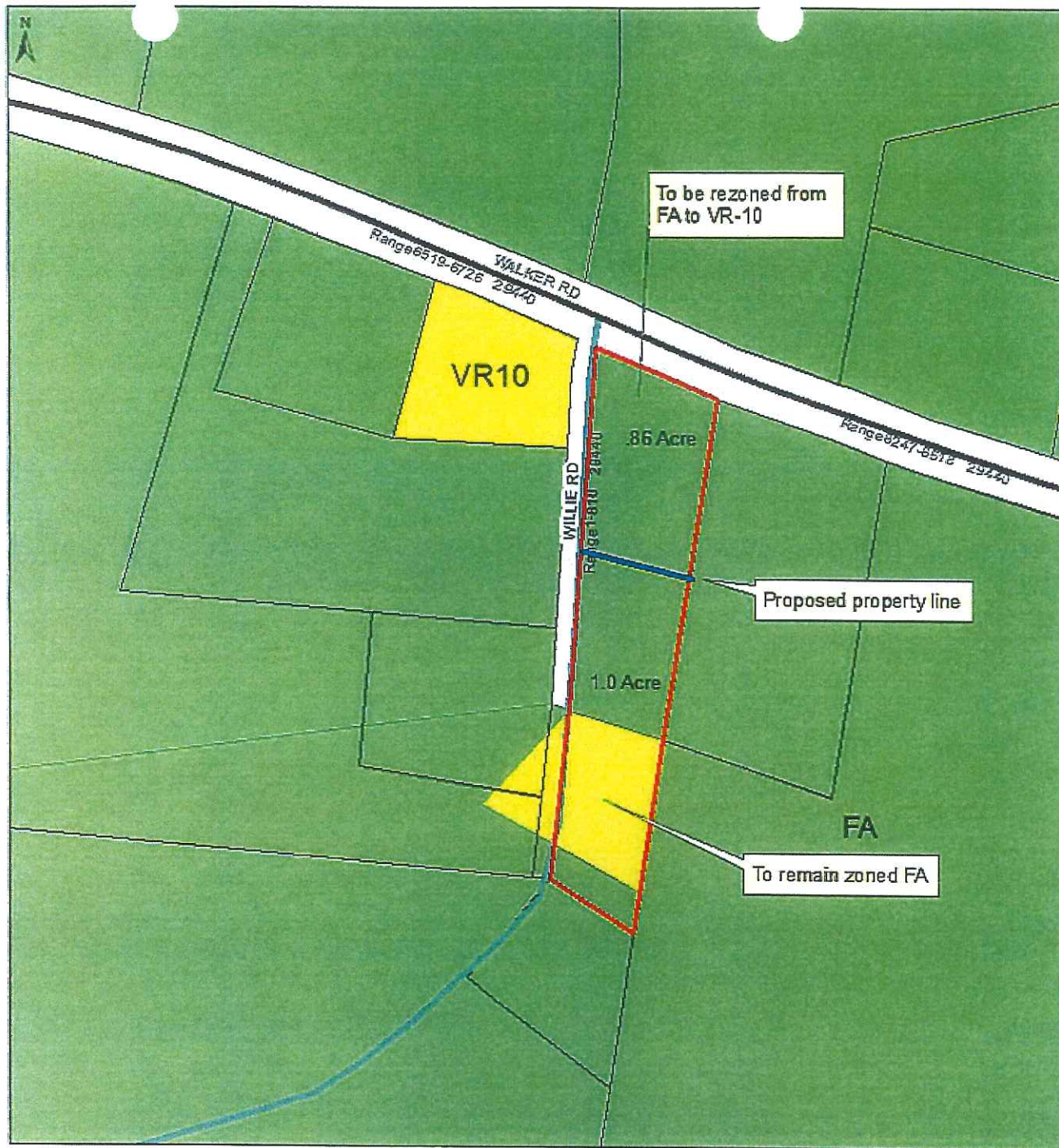
Railroads

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.



# Harold Morris Property Zoning REZ 10-19-23996

## Legend

### streets

red color value

### Maintained By

County

Private

State

Public Works

Lot Lines

Range Lines

Waterways

### Zoning

#### DISTRICT

CITY OF GEORGETOWN

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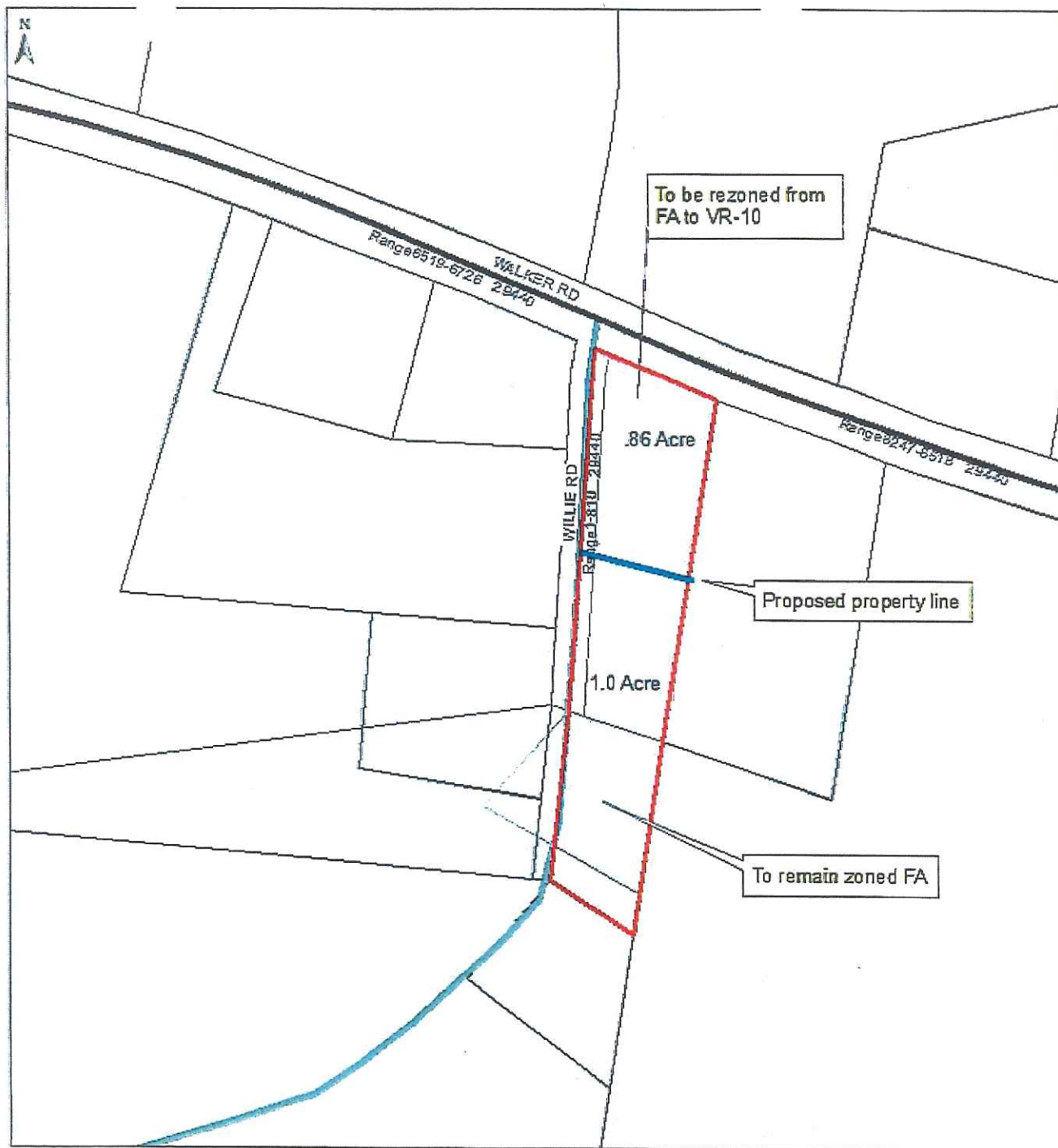
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# Harold Morris Property FLU REZ 10-19-23996

## Legend

### Streets

— All other values —

### Maintained By

County

Private

State

Harold Morris

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

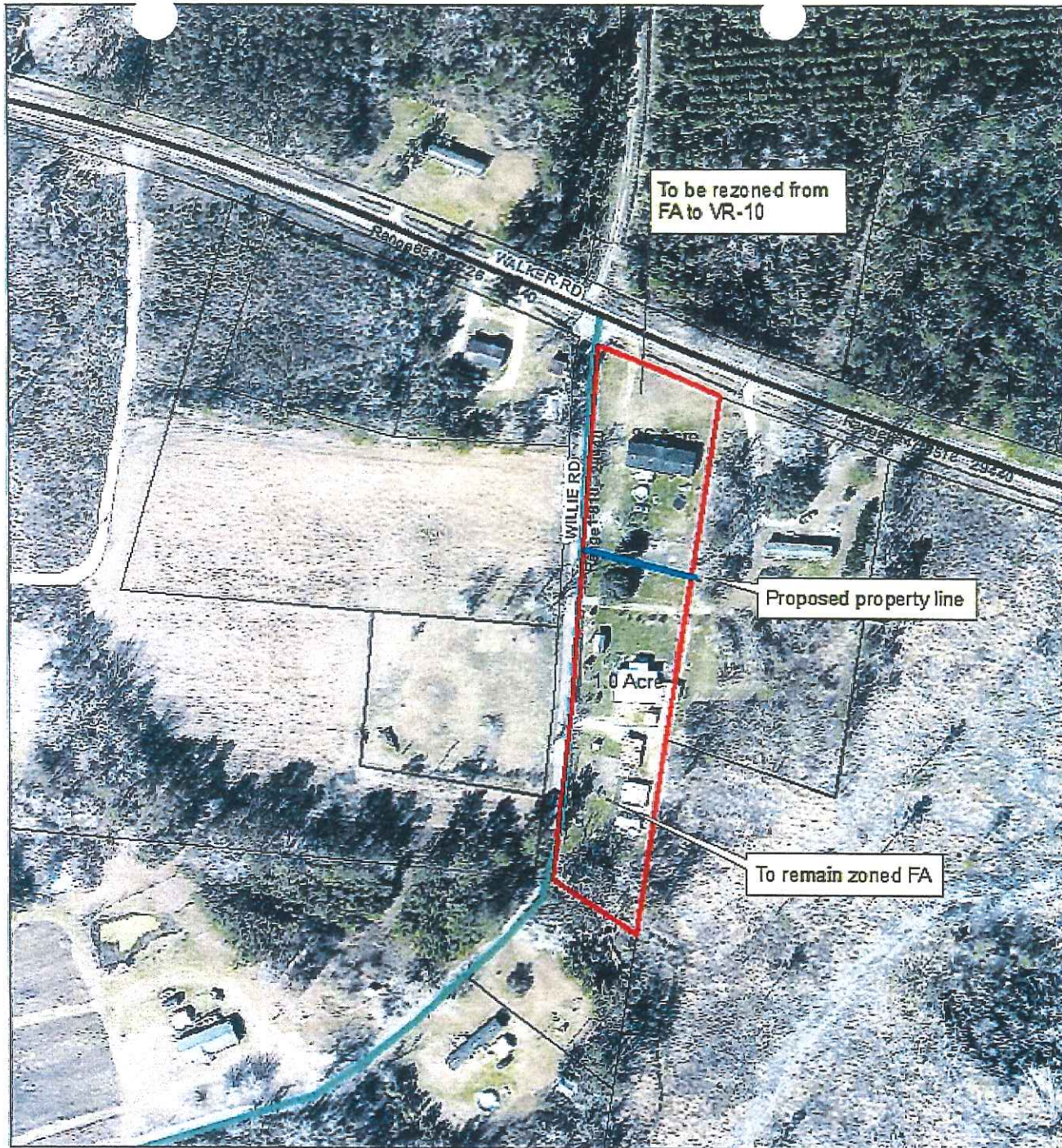
TRANSITIONAL

Municipalities

0 55 110 220 330 440 Feet

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Harold Morris  
Property Aerial  
REZ 10-19-23996



**Legend**

**Streets**

— <all other values>

**MaintainedBy**

— County

— Private

— State

— Harold Morris

— Lot Lines

— Railroads

◆ Landmarks

**2017 Med Res Imagery**

**RGB**

Red: Band\_1

Green: Band\_2

Blue: Band\_3

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.



## **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Wendell Powers as agent for Harold Morris to rezone a portion of TMS 01-0432-059-00-00 from Forest Agriculture (FA) to 10,000 Square Feet Residential (VR-10). The property is located on the southeast corner of Walker Road and Willie Road. TMS 01-0432-059-00-00. Case Number REZ 10-19-23996.

The Planning Commission will be reviewing this request on **Thursday, November 21, 2019 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

*Georgetown County Planning Commission*

*PO Box 421270*

*Georgetown, South Carolina 29440*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [icoleman@gtcounty.org](mailto:icoleman@gtcounty.org)*

**Item Number:** 12.b  
**Meeting Date:** 4/14/2020  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Finance

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 20-18 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2020, and Ending June 30, 2021; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

**CURRENT STATUS:**

First Reading by Title only.

Item Number: 14.a  
Meeting Date: 4/14/2020  
Item Type: BIDS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

RFQ #20-003, Professional Auditing Services

**CURRENT STATUS:**

The County's professional services agreement with Baird and Company for auditing services has reached the five (5) year maximum term limitation and thus must be re-solicited.

**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 three (3) responses received:

- 1) Thompson, Price, Scott, Adams & Co., P.A. of Whiteville, NC;
- 2) Harper, Poston & Moree, CPA's, P.A. of Georgetown, SC;
- 3) Mauldin & Jenkins, LLC of Columbia, SC.

**FINANCIAL IMPACT:**

Expenditure of previously budgeted funds, in 010.901-50447 (non-departmental). This item is fully funded.

**OPTIONS:**

- 1) Award a professional services agreement to Thompson, Price, Scott, Adams & Co., P.A. of Whiteville, NC.
- 2) Deny the award.

**STAFF RECOMMENDATIONS:**

The Evaluation Committee, named by the County Administrator, reviewed all qualifications submitted. All three (3) submittals were complete responding to all items. The committee members conducted interviews with all three (3) firms. After the interview process, scoring was finalized and cost proposals were opened for the two highest ranked firms. Thompson, Price, Scott, Adams & Co., P.A. provided the lowest bid at \$25,500 annually. Their references were checked and found to be favorable. Therefore, the committee recommends award to Thompson, Price, Scott, Adams & Co., P.A. of Whiteville, NC.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

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





Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 20-003

Procurement for: Auditing Services

Department: Finance

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: \$35,000.00

FY ~~13~~ 21

Funds Available: ☐ YES ☐ NO ☒ Pending Budget Approval

☒ Cash Purchase

☐ Municipal Lease/Purchase Financing ( -YR)

Funding Source Location	
G/L Account Number	Funding Amount
010.901.50447	Not Yet Determined

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

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

Grant Approval Attached : ☐ YES ☒ NO

Scott C. Proctor  
Department Director/Elected Official

1/8/2020  
Date

[Signature]  
Purchasing

1/16/2020  
Date

Scott C. Proctor  
Finance Director

1/16/2020  
Date

[Signature]  
County Administrator

1/17/20  
Date



**Public Bid Opening Tabulation**  
**RFQ #20-003, Professional Auditing Services**  
**Wednesday, February 19, 2020 @ 3:00PM Eastern Time**

<u>OFFEROR</u>	<u>Qualifications Received [✓]</u>	<u>Comments</u>
Mauldin & Jenkins, LLC	✓	
Harper, Poston & Moree	✓	
Thompson, Price, Scott, Adams & Co.	✓	

OPENED BY: 

WITNESS: 





Georgetown County Planning and Code Enforcement  
129 Screven Street  
Georgetown, SC 29440  
(843) 545-3158

# Memo

**To:** Nancy Silver

**From:** Holly Richardson

**CC:** Ed Kilcullen, Brian Tucker, John Thomas

**Date:** February 27, 2020

**Re:** Interviews for RFQ #20-003, Professional Auditing Services

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Georgetown County received three (3) responses for **RFQ #20-003, Professional Auditing Services**, from Mauldin & Jenkins, Thompson, Price, Scott, Adams & Co, and Harper, Poston & Moree. All three proposals were found to be complete.


The review committee approved by the County Administrator reviewed the proposals and determined that based on the RFQ requirements all three firms should be interviewed.

Please schedule interviews as soon as possible with each of the three listed above for the second portion of the review committee's evaluation process. After our meetings, the committee will recommend the most qualified firm(s) for the RFQ.



Georgetown County Planning and Code Enforcement  
129 Screven Street  
Georgetown, SC 29440  
(843) 545-3158

# Memo

**To:** Nancy Silver  
**From:** Holly Richardson   
**CC:** Ed Kilcullen, Brian Tucker, John Thomas  
**Date:** March 26, 2020  
**Re:** Recommendation memo for Auditor Selection

---

The review committee evaluated three proposals for **RFQ #20-003, Professional Auditing Services** from Mauldin & Jenkins, Thompson, Price, Scott, Adams & Co., and Harper, Posten & Moree. Additionally, the committee conducted interviews with all three firms on March 5, 2020.

After additional research and interviews with select references, the committee unanimously recommends Thompson, Price, Scott and Adams & Co. as the best choice for Georgetown County's audit.

Thanks for your assistance with this effort.

---

**From:** Nancy Silver  
**Sent:** Thursday, March 26, 2020 11:19 AM  
**To:** Ed Kilcullen; John Thomas  
**Cc:** Holly Richardson; Brian Tucker; Theresa Floyd  
**Subject:** RE: audit recommendation

Thank you, I will get this on the next available Council agenda. Mr. Thomas, just a reminder, you will need to remove yourself from the Council vote for this item since you were part of the evaluation committee. We usually put items such as this on Consent Agenda.

Thank you,  
~Nancy

-----Original Message-----

From: Ed Kilcullen  
Sent: Thursday, March 26, 2020 10:36 AM  
To: Nancy Silver <nsilver@gtcounty.org>  
Cc: John Thomas <johnthomas@gtcounty.org>; Holly Richardson <hrichardson@gtcounty.org>; Brian Tucker <btucker@gtcounty.org>  
Subject: audit recommendation

Here you go.

Item Number: 16.a  
Meeting Date: 4/14/2020  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45

**CURRENT STATUS:**

Georgetown County adopted an ordinance to establish base salaries for elected officials in 2005.

**POINTS TO CONSIDER:**

In 2005, Georgetown County Council enacted Ordinance No. 2005-45 establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County.

Council recognizes that 14 years have passed since it last updated base salaries. Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those employees serving in positions that are not elected who share comparable responsibilities and duties.

The adoption of Ordinance No. 19-25 by Georgetown County Council will serve to repeal and replace Ordinance No. 2005-45 in setting the base salaries of the constitutional elected officials in Georgetown County.

**OPTIONS:**

1. Adopt Ordinance No. 19-25 as proposed.
2. Decline the adoption of Ordinance No. 19-25.
3. Defer action on Ordinance No. 19-25.

**STAFF RECOMMENDATIONS:**

Recommendation for deferral of Ordinance No. 19-25.

**ATTACHMENTS:**

Description	Type
<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: \_\_\_\_\_