

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

April 28, 2020

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
 - 4.a Public Comments - Temporarily Suspended**
- 5. APPROVAL OF MINUTES**
 - 5.a Record of Emergency Action - March 16, 2020**
 - 5.b Regular Council Session - March 24, 2020**
 - 5.c Regular Council Session - April 14, 2020**
- 6. CONSENT AGENDA**
 - 6.a Proclamation No. 20-08 - Declaring the Week of May 17-23 "Public Works Week" in Georgetown County**
 - 6.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 - THIRD READING**
 - 6.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) - THIRD READING**
 - 6.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 - THIRD READING

- 6.e Procurement #20-028, Portable Toilet Rental, Term Contract**
- 6.f Procurement #20-031, Open Edge Credit Card Processing System**
- 6.g Procurement #15-001, Change Order #6 - Design/Build for Nine (9) Fire Substation Metal Garage Structures**

7. PUBLIC HEARINGS

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

9. RESOLUTIONS / PROCLAMATIONS

10. THIRD READING OF ORDINANCES

- 10.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. SECOND READING OF ORDINANCES

- 11.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. FIRST READING OF ORDINANCES

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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

- 16.b Ordinance No. 20-18 – 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.**

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 4.a
Meeting Date: 4/28/2020
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: 4/28/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Record of Emergency Action - March 16, 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 - Record of Emergency Action 031620	Exhibit

Whereas COVID-19, a novel, highly contagious, and deadly virus, has been declared a pandemic by the World Health Organization, and now poses a significant threat to County citizens.

Whereas, Georgetown County Council, by and through the powers vested to its County Administrator according to SC Code of Laws 4-9-10, et. seq. determined Georgetown County to be in a *State of Emergency*.

Georgetown County Council conducted an emergency meeting via telephone and email correspondence involving Council members on March 16, 2020, to grant authority to the Interim County Administrator, Wesley P. Bryant, to invoke an Emergency Ordinance 20-14 declaring a *State of Emergency* in Georgetown County.

Date

Clerk to Council

Item Number: 5.b
Meeting Date: 4/28/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - March 24, 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 03/24/20	Exhibit

Georgetown County Council held a meeting on Tuesday, March 24, 2020, at 5:30 PM using electronic and telephonic means.

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

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. Due to Georgetown County's declared State of Emergency, this meeting was conducted virtually using electronic means, and streamed live on Georgetown County's public Facebook page.

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

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

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

Councilmember Raymond Newton moved for the adoption of Georgetown County Emergency Ordinance No. 20-15, authorizing the use of electronic provisions to conduct council meetings, and addressing other matters related to Georgetown County's operating procedures during this State of Emergency. Councilmember Lillie Jean Johnson 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

APPROVAL OF AGENDA:

Councilmember Steve Goggans moved for approval of the meeting agenda as published. 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	

CONSENT AGENDA:

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

Procurement #19-068 , Excavator for Landfill – County Council authorized the issuance of a Purchase Order to Ascendum Machinery in the amount of \$243,651.00.

Procurement #19-072, Triaxle Dump Truck for Landfills – County Council awarded the purchase of the 2020 Peterbilt 567 Triaxle Dump Truck from The Larson Group Peterbilt of Charlotte, NC for \$176,516.00.

Bid #19-071, FY20 Containers for Recycling - County Council awarded the bid to Rudco South, LLC in the amount of \$151,234.00 plus applicable taxes.

Resolution No. 20-06 - County Council adopted Resolution No. 20-06 declaring April 2020 as "Fair Housing Month" in Georgetown County.

REPORTS TO COUNCIL:

County Administrator Position - Employment Contract

Interim County Administrator, Wesley P. Bryant, reviewed the terms of a proposed employment contract with Ms. Angela Christian for the position of Georgetown County Administrator. Councilmember Raymond Newton moved for approval of the proposed employment contract with Ms. Christian. Councilmember Lillie Jean Johnson 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	

DEFERRED:

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 - An Ordinance to approve the Execution and Delivery of an Intergovernmental Agreement with the City of Georgetown, South Carolina; and Other Matters Relating Thereto.

Ordinance No. 20-10 - An Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the Town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

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.

Being no further business to come before County Council, Councilmember Steve Goggans made a motion to adjourn the meeting, seconded by Councilmember Louis Morant.

Date

Clerk to Council

Item Number: 5.c
Meeting Date: 4/28/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Session - April 14, 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 of 04/14/20	Exhibit

Georgetown County Council held a meeting on Tuesday, April 14, 2020, at 5:30 PM using electronic and telephonic means.

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

Staff:	Angela Christian	Wesley P. Bryant
	Jackie Broach-Akers	Theresa E. Floyd

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. As it is imperative for Georgetown County government to continue to operate during its State of Emergency, however, the County must take steps to minimize the need for large gatherings in order to protect public health and safety of its citizens and the health and public safety of County staff and members of County Council this meeting was conducted virtually using electronic means, and streamed live on Georgetown County's public Facebook page.

Chairman John Thomas called the meeting to order at 5:32 PM. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Raymond Newton made a motion to approve the meeting agenda. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

PUBLIC COMMENTS:

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 operation procedures which temporarily suspend the public comment portion of the meeting.

MINUTES:

Regular Council Session – March 10, 2020

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Raymond Newton, to approve the minutes of the March 10, 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	

CONSENT AGENDA:

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

Board Appointment - Parks and Recreation Commission – Mr. Jim Mallow was appointed to the Parks and Recreation Commission (representing Council District 6).

Board Appointment - Georgetown County Fire District 1 Board – Mr. William Massey was reappointed to the Fire District 1 Board (representing Council District 7).

Procurement #20-013, FY20 Municipal Lease/ Purchase Financing for Vehicles and Heavy Equipment – County Council awarded a bid for municipal lease purchase financing to Truist Bank in accordance with the terms offered.

PUBLIC HEARING:

Ordinance No. 20-10

County Council held a public hearing on 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 Everett Carolina stated that he would like to see County Council move forward with the provisions of this ordinance. There were no other comments, and Chairman Thomas ordered the public hearing on Ordinance No. 20-10 closed.

Ordinance No. 20-11

A public hearing was held on 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. There were no public comments, and the public hearing was closed.

Ordinance No. 20-13

County Council held a public hearing on Ordinance No. 20-13, titled “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”. There were no public comments, and Chairman Thomas closed the public hearing.

ORDINANCES-Third Reading:

Ordinance No. 20-10

Councilmember Raymond Newton moved for third 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 Lewis Morant offered a second on the motion. Chairman Thomas called for discussion. No discussion occurred.

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

Opposed: Steve Goggans

ORDINANCES-Second Reading:

Ordinance No. 20-09

County Attorney, Wesley Bryant, presented a report pertaining to Ordinance No. 20-09 authorizing Georgetown County to enter into a Tax Increment Financing Agreement with the City of Georgetown for a term of 25 years. City Administrator, Dr. Sandra Yudice, and legal counsel for the City of Georgetown, Lawrence Flynn, were also in attendance via electronic means.

Pursuant to the report, Councilmember Lillie Jean Johnson moved for third reading approval of 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. Councilmember Ron Charlton offered a second on the motion. Chairman Thomas called for discussion.

Councilmember Lillie Jean Johnson moved to amend Ordinance No. 20-09 to incorporate amended text, as provided as of this meeting date. Councilmember Raymond Newton seconded the amendment. There was no further discussion pertaining to this matter.

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

Ordinance No. 20-11

Councilmember Raymond Newton moved for second reading approval of 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. Councilmember Louis Morant offered a second. No discussion followed the motion.

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

Ordinance No. 20-12

A motion was made by Councilmember Raymond Newton, and seconded by Councilmember Louis Morant 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). No discussion followed the motion.

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

Ordinance No. 20-13

Councilmember Ron Charlton moved for second reading approval of Ordinance No. 20-13, titled, "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". Councilmember Raymond Newton offered a second. There was no discussion on the motion.

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

ORDINANCES-First Reading:

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).

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.

BIDS:

RFQ #20-003, Professional Auditing Services

Prior to discussion and voting on RFQ #20-003, Chairman John Thomas disclosed a conflict of interest and requested to be recused from participating in this matter.

Councilmember Raymond Newton moved to award a professional services contract for Georgetown County's financial auditing services to Thompson, Price, Scott, Adams, & Scott of Whiteville, NC. Councilmember Louis Morant offered a second on the motion. There was no discussion.

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

Abstained: John W. Thomas

REPORTS TO COUNCIL:

FY2020 Budget Status Report

Georgetown County Finance Director, Ed Kilcullen, presented a status report on the FY2020 annual budget.

DEFERRED:

Ordinance No. 19-25

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

EXECUTIVE SESSION:

No report.

Being no further business to come before County Council, Councilmember Ron Charlton made a motion to adjourn the meeting, seconded by Councilmember Raymond Newton. The meeting adjourned at 6:26 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 4/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Proclamation No. 20-08 - To declare the week of May 17-23 "Public Works Week" in Georgetown County.

CURRENT STATUS:

Pending Adoption.

POINTS TO CONSIDER:

- 1) More than a half-century ago, in 1962, President John F. KEnnedy proclaimed National Public Works Week as an annual reminder of the many ways Public Works critically supports the daily lives of all Americans.
- 2) During this week-long celebration, Georgetown County Public Works professionals take part in events and activities which increase the public's awareness of the Public Works professions.
- 3) Public Works professionals are the first to arrive on disaster scenes and the last to leave, and, as designated "First Responders," are in our nations inner circle of authority, responsibility, and trust.

FINANCIAL IMPACT:

N/A

OPTIONS:

- 1) Approval of Proclamation, or
- 2) Denial of Proclamation.

STAFF RECOMMENDATIONS:

Staff recommends adoption of Proclamation No. 20-08 declaring the week of May 17-23, 2020 "Public Works Week" in Georgetown County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Proclamation 20-08 PW Week	Resolution Letter



National Public Works Week May 17 – 23, 2020 “It Starts Here”



WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Georgetown County; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Georgetown County to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the **60th annual National Public Works Week** sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, that Georgetown County Council hereby designates the week May 17 – 23, 2020 as

“Public Works Week”

BE IT FURTHER RESOLVED, all citizens and civic organizations should join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health, safety, and quality of life.

Adopted at the Georgetown County Council Chambers, South Carolina, this _____ day of _____ 2020.

John Thomas
Georgetown County Council Chairman

ATTEST:

Theresa E. Floyd
Clerk to Council



Item Number: 6.b
Meeting Date: 4/28/2020
Item Type: CONSENT AGENDA

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:

Third reading of Ordinance No. 20-11.

The Future Land Use map currently 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 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

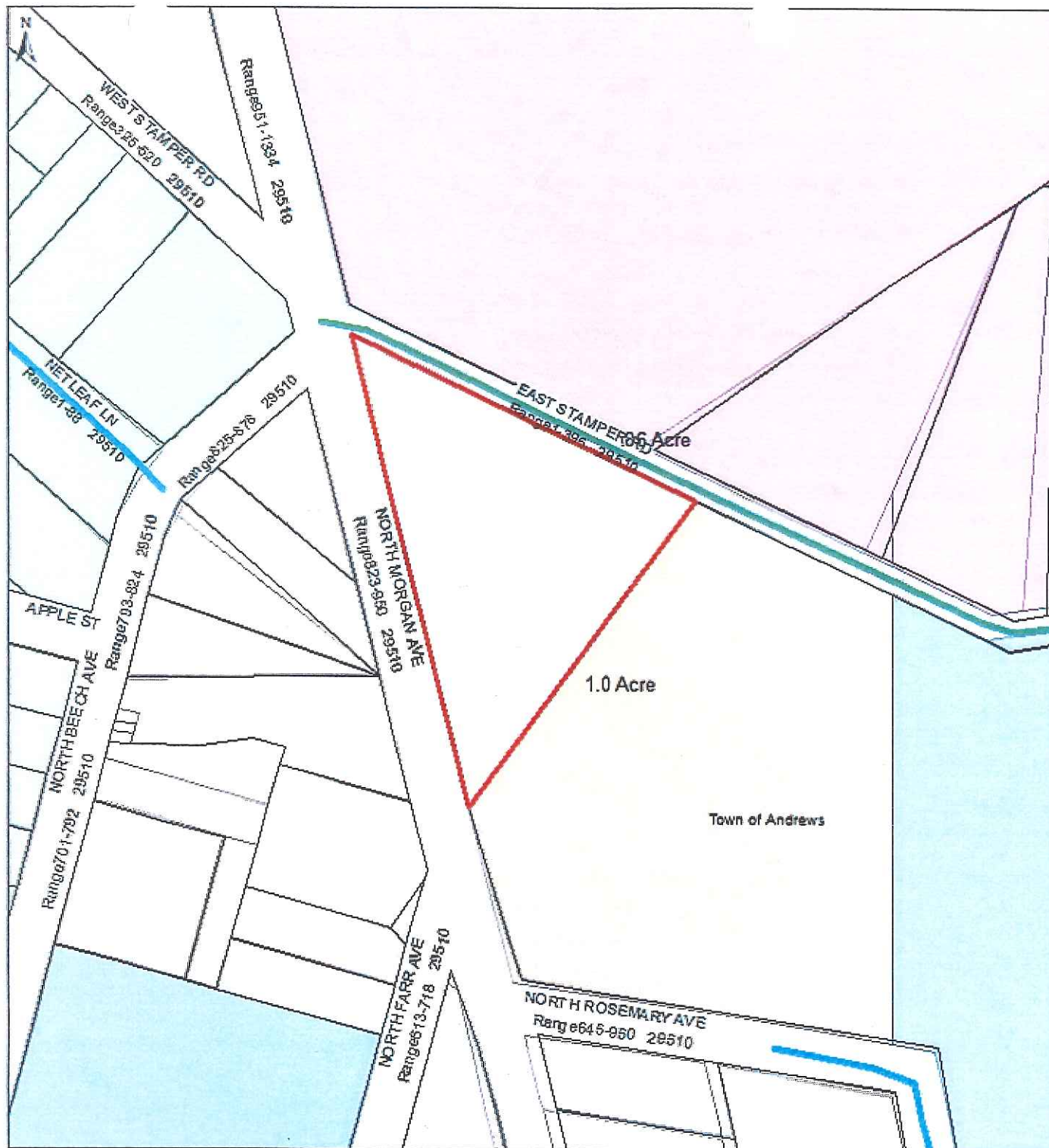
— TOWN OF PI

— 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: 6.c
Meeting Date: 4/28/2020
Item Type: CONSENT AGENDA

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:

Third Reading of Ordinance No. 20-12.

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

POINTS TO CONSIDER:

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

6. The Georgetown County FLU map designates this property as commercial. The nearest medium density residential designation is just northwest of this tract where the existing MR-10 zoning is located. An amendment to the map is needed to facilitate this request.

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

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

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-12

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

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

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

John Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

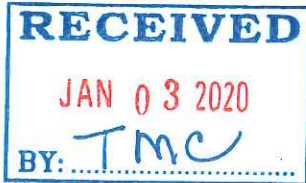
This Ordinance, No. 20-12 has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Legal Counsel for Georgetown County

First Reading: _____

Second Reading: _____

Third Reading: _____



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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

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

The following information must be provided for either request:

Property Information that you area requesting the change to:

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

Street Address: 855 N. MORGAN AVENUE

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

Lot Dimensions/ Lot Area: 2.27 ACRES

Plat Book / Page: 3493 PAGE 213

Current Zoning Classification: GC

Proposed Zoning Classification: MR 10

Property Owner of Record:

Name: KINDLEY FAMILY TRUST
PHILLIP RODNEY KINDLEY, TRUSTEE

Address: 607 N. MORGAN AVENUE

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

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

E-mail: phillipkindley@hotmail.com

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

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

Agent of Owner:

Name: WENDELL C. POWERS

Address: P.O. Box 376

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

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

E-mail: georgetown.survey@yahoo.com

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

Signature of Property Owner: *PR Kindley*

Contact Information:

Name: WENDELL C. POWERS

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

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

Please provide the following information.

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

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

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

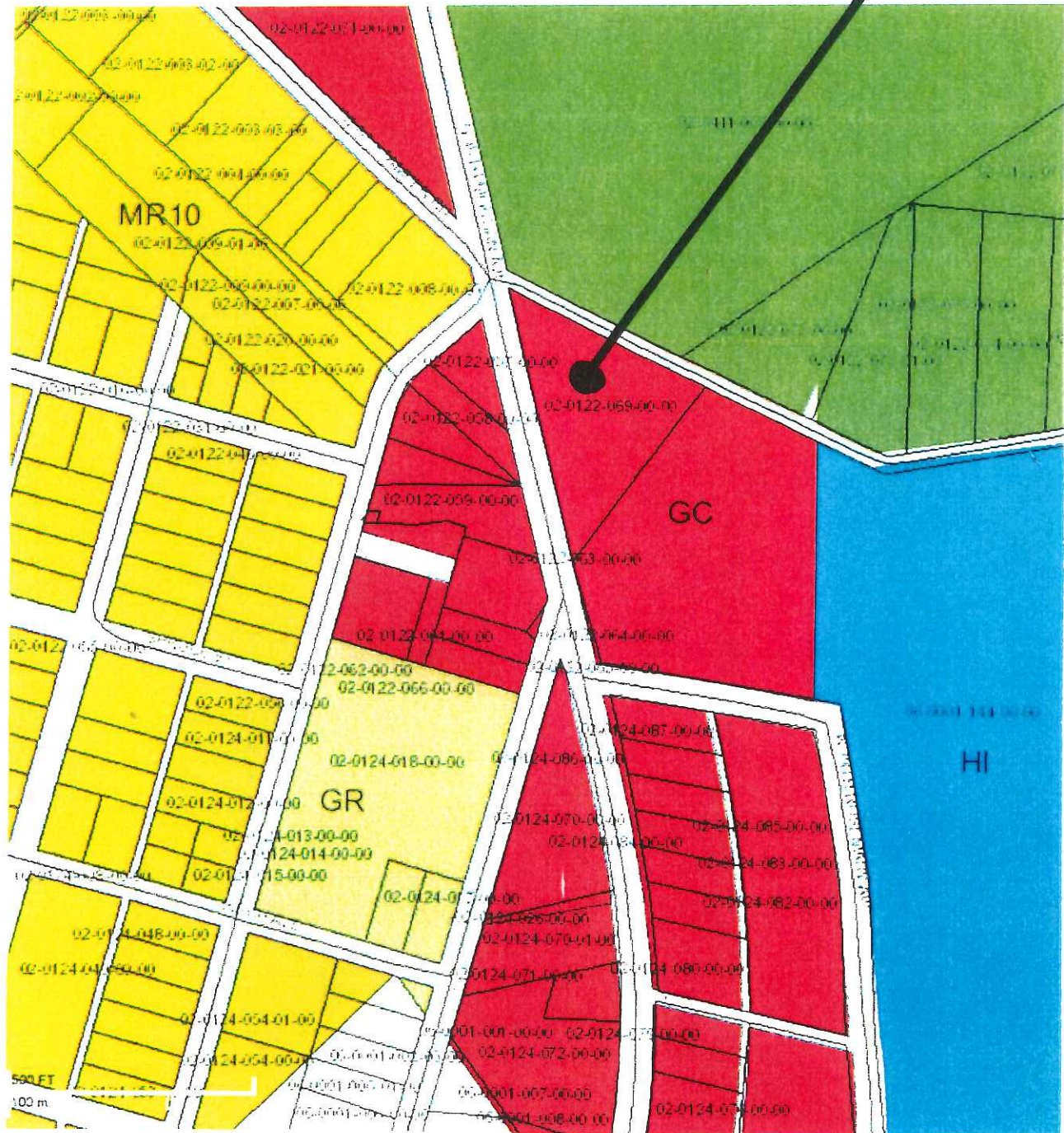
Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

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

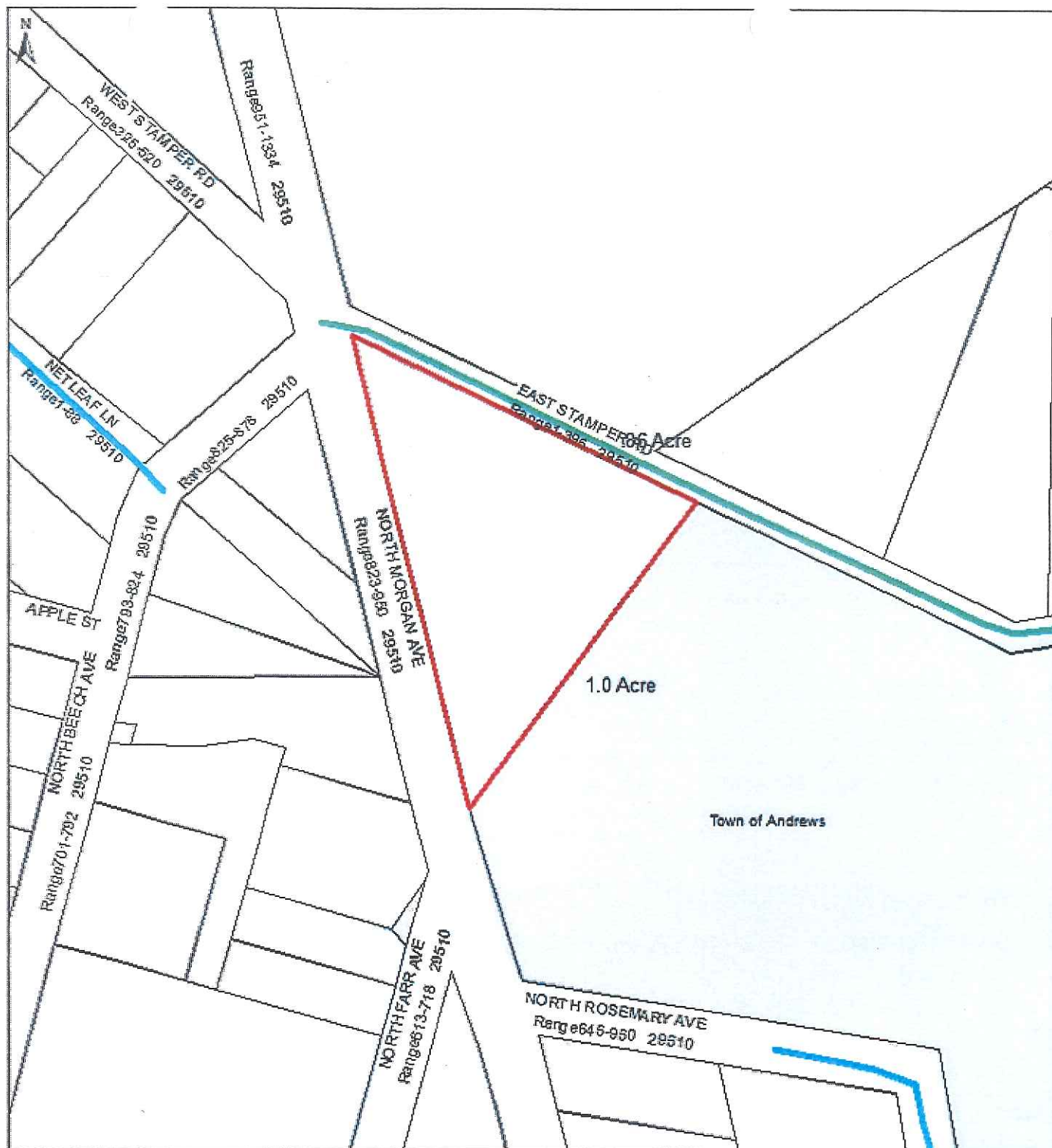
All information contained in this application is public record and is available to the general public.

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

KINDLEY 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

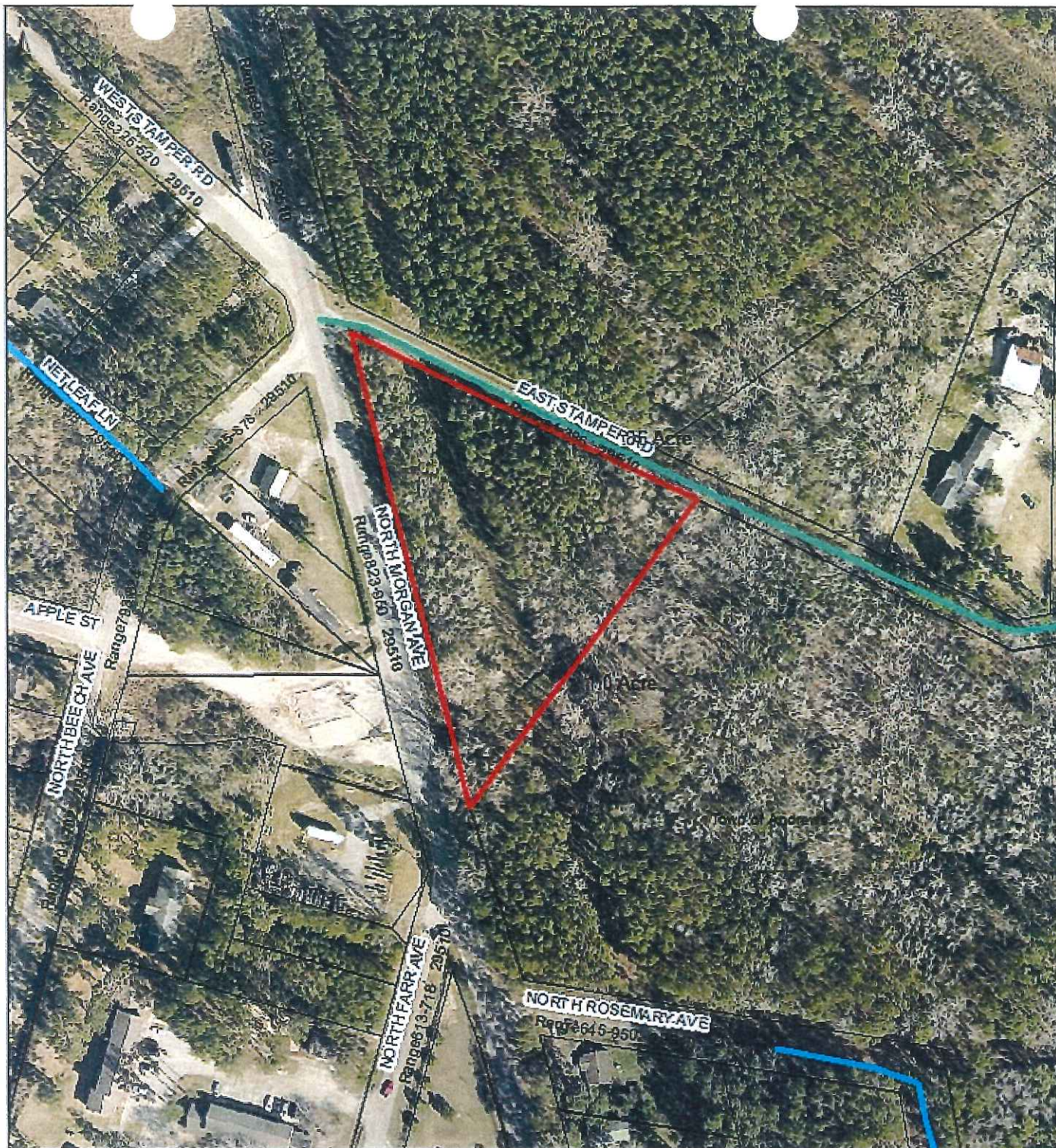
Green: Band_2

Blue: Band_3

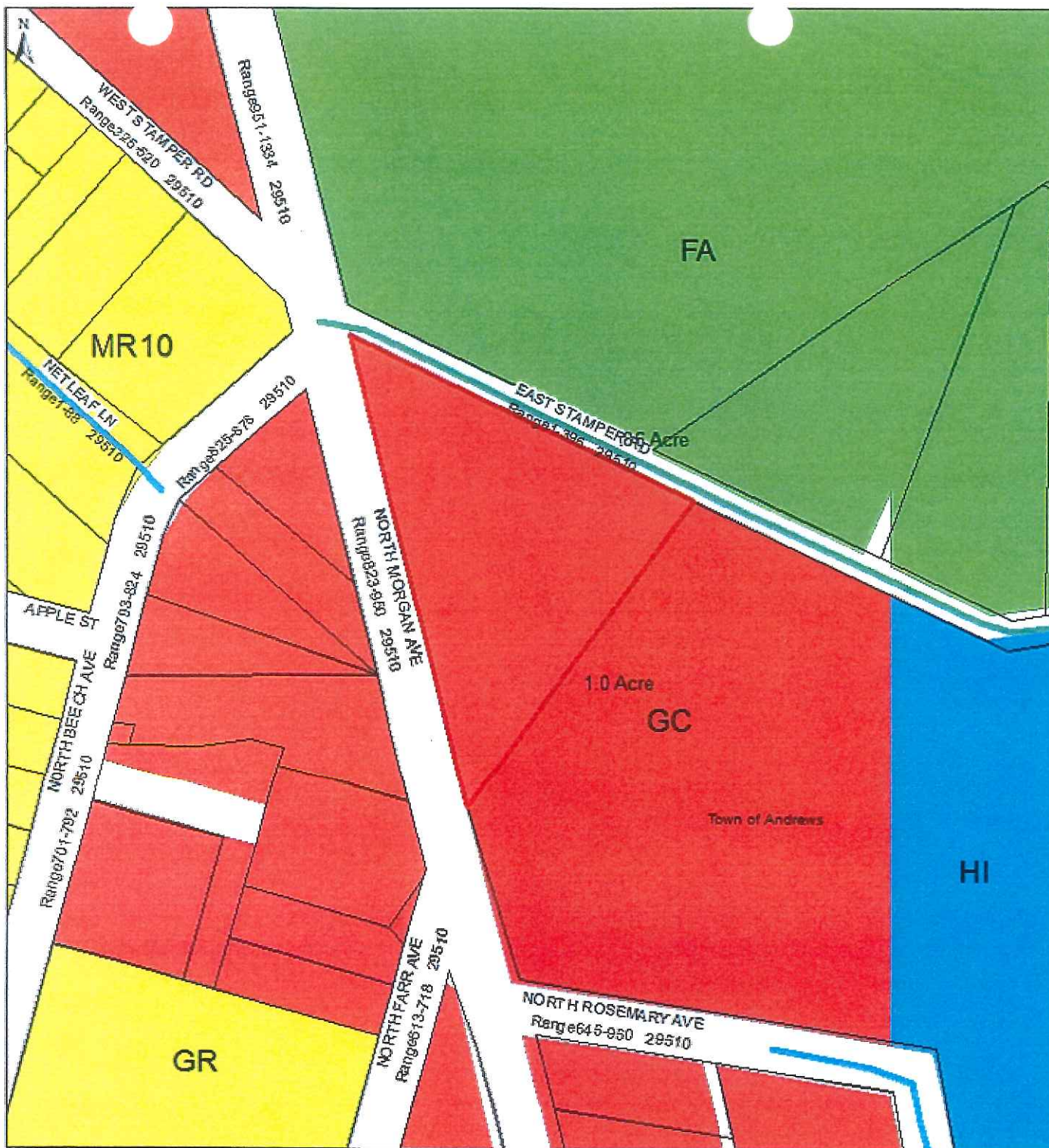
Municipalities

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 streets

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

R1

R1X2C

R1D

R1AC

R2

R2X4C

R3

R3

R3

R3

R3

R3

R3

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R3

R3

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Municipalities

0 55 110 220 330 440 Feet

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Kindley Family Tr
Property FLU
REZ 1-20-24399

Legend

Streets

— <all other values>

Maintained By

County

Private

State

Kindley Family Trust

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEM-PUBLIC

TOWN OF ANDREWS

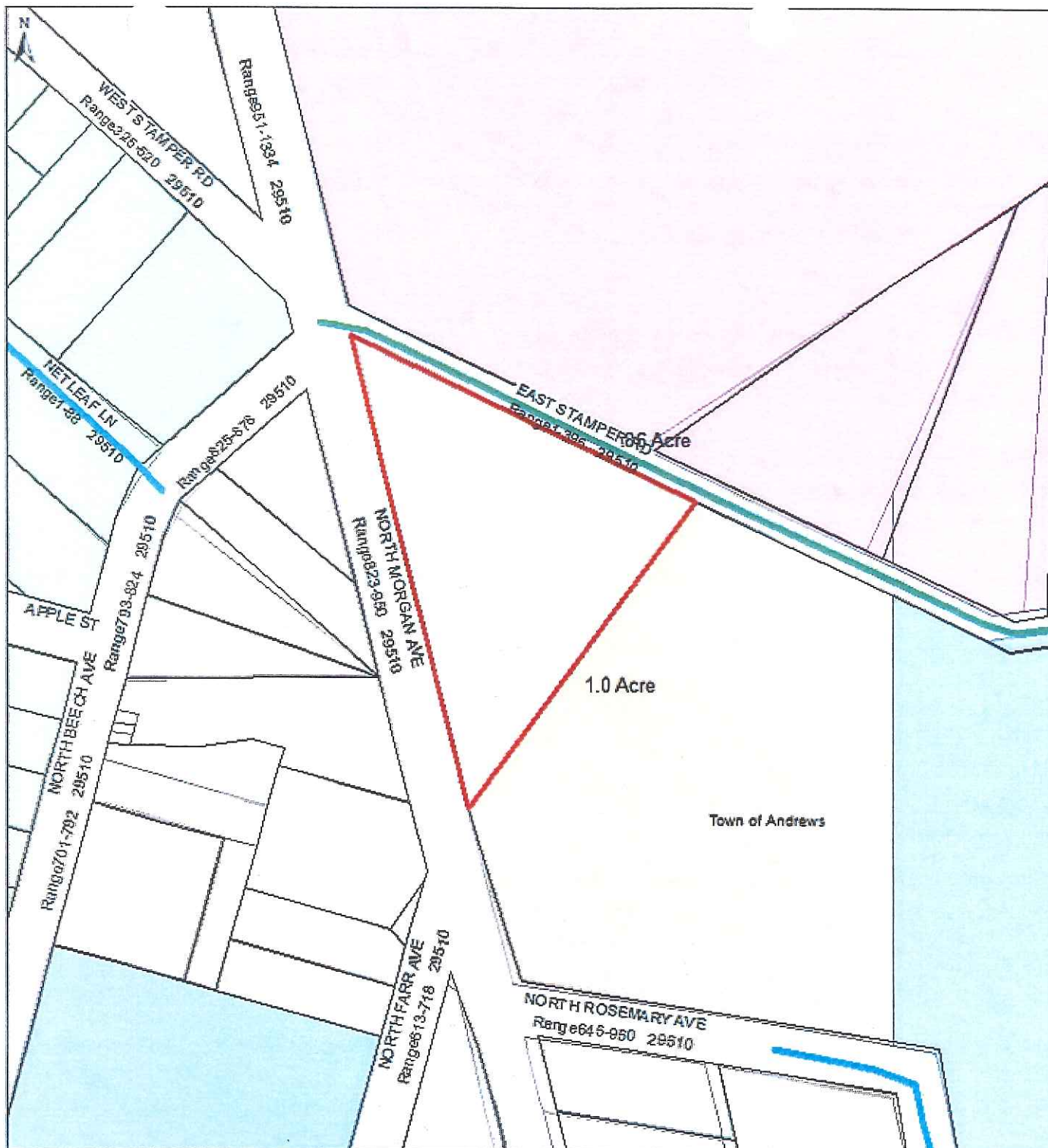
TOWN OF PI

TRANSITIONAL

Municipalities

0 55 110 220 330 440 Feet

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



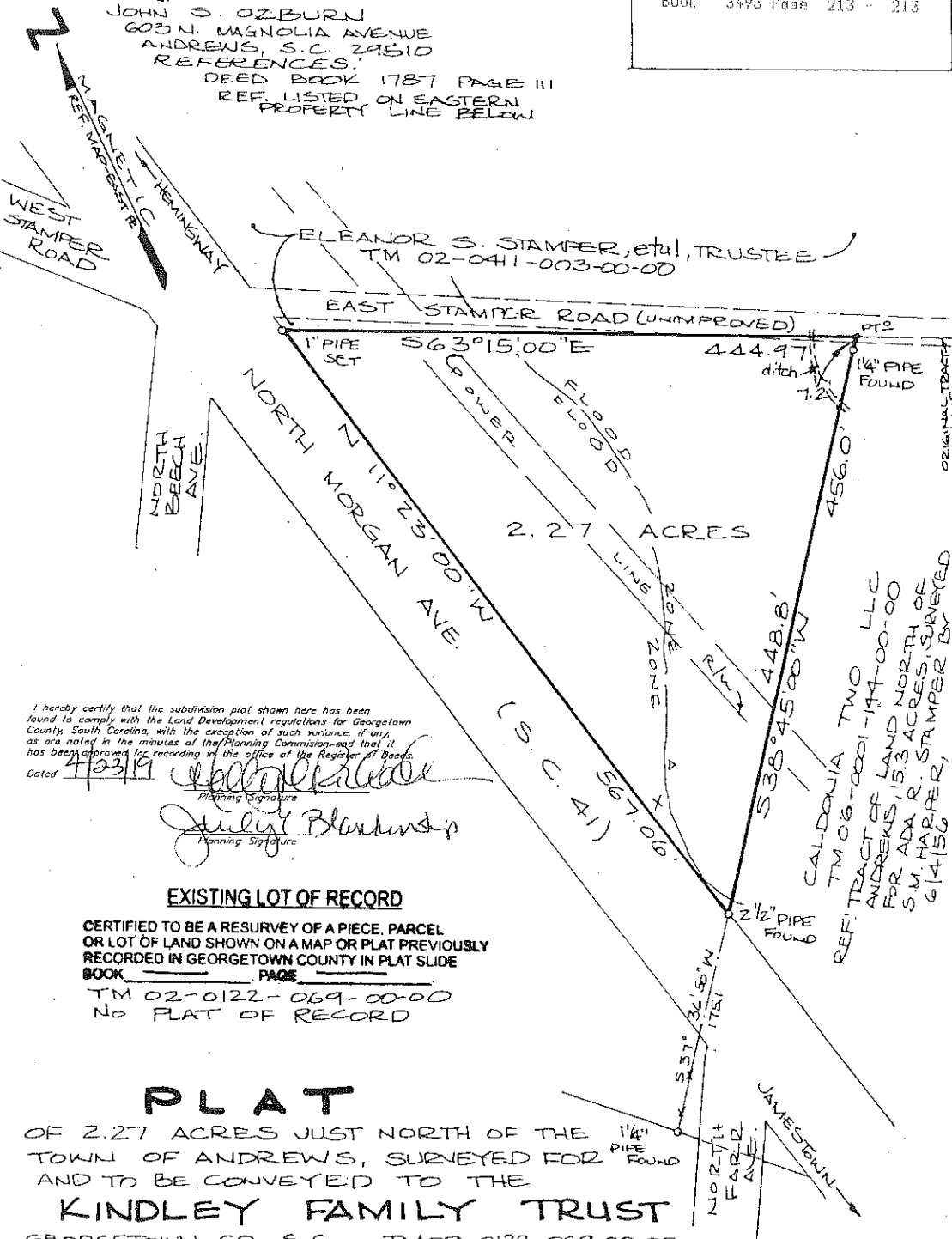
NOTES

ZONING - GC
FLOOD ZONES - A AND X

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

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

OWNER:
JOHN S. OZBURN
603 N. MAGNOLIA AVENUE
ANDREWS, S.C. 29510
REFERENCES:
DEED BOOK 1787 PAGE III
REF. LISTED ON EASTERN
PROPERTY LINE BELOW



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

Dated 4/23/19
[Signature]
[Signature]
Planning Signature
[Signature]

EXISTING LOT OF RECORD

CERTIFIED TO BE A RESURVEY OF A PIECE, PARCEL OR LOT OF LAND SHOWN ON A MAP OR PLAT PREVIOUSLY RECORDED IN GEORGETOWN COUNTY IN PLAT SLIDE BOOK _____ PAGE _____
TM 02-0122-069-00-00
No PLAT OF RECORD

PLAT

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

GEORGETOWN CO., S.C. TM 02-0122-069-00-00
SCALE: 1" = 100' APRIL 8, 2019

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

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



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



NOTICE OF PUBLIC HEARING

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

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

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

RESOLUTION

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

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

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

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

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

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 6.d
Meeting Date: 4/28/2020
Item Type: CONSENT AGENDA

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:

Third reading consideration of Ordinance No. 20-13

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO 20-13

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

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

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

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

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

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

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

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

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

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

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

Chairman, Georgetown County Council

ATTEST:

Clerk to Council

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

Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

EXHIBIT A

GROUND LEASE AGREEMENT
STATE OF SOUTH CAROLINA

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

1. Definitions.

"Agreement" means this Ground Lease Agreement.

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

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

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

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

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

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

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

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

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

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

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

"Lessor's Notice Address" means _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Hazardous Materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Default.**

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

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

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

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

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

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

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

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

28. Miscellaneous.

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

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

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

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

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

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

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

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

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

LESSOR:

The County of Georgetown, South Carolina

By: _____

Print Name: _____

Print Title (if any): _____

Date: _____

LESSEE:

Global Signal Acquisitions LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Print Title (if any): _____

Date: _____

EXHIBIT “A”

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

EXHIBIT “B”

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

Item Number: 6.e
Meeting Date: 4/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #20-028, Portable Toilet Rental, Term Contract

CURRENT STATUS:

Over the course of the past year, the current provider of these services, Palmetto Portables, sold their business to a competitor Elvis Service Company. Upon annual renewal of the agreement, Elvis Service Company, proposed new increased rates for the next 1 yr. term. Some of the rates were over 40% higher than the previous rates. Therefore, the Director of Parks & Recreation has requested these services be rebid rather than renewing with the existing vendor at the proposed increased rates.

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) Powell's Sanitation, Inc. of Loris, SC;
- 2) Elvis Service Company of Myrtle Beach, SC; and
- 3) United Site Services of Florida, LLC of Westborough, MA.

FINANCIAL IMPACT:

This item is funded up to \$37,000 in GL account number 010.579-50425. Any funds required over the budgeted amount will need to be identified from other operating and maintenance fund sources.

OPTIONS:

- 1) Award to the low bid offeror, Powell's Sanitation, Inc.
- 2) Deny the award.

STAFF RECOMMENDATIONS:

Bids were reviewed by the Parks and Recreation Director who determined that the costs offered by Powell's Sanitation, Inc. were in the County's best interest. This vendor provided the lowest overall unit pricing to the County. Staff recommendation is for award to Powell's Sanitation, Inc. of Loris, SC at the rates provided in their submitted bid.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Bid 20-028 Tabulation	Backup Material
▣ Bid 20-028 Recommendation	Backup Material



Public Bid Opening Tabulation
BID #20-028, Portable Toilet Rental, Term Agreement
Wednesday, February 22, 2020 at 3:00 PM Eastern Time

Company Name: ▶		ELVIS SERVICE CO	POWELL'S SANITATION	UNITED SITE SERVICE OF FLORIDA LLC	
ITEM DESCRIPTION	Qty	Monthly Rental Cost	Monthly Rental Cost	Monthly Rental Cost	Monthly Rental Cost
<u>TWELVE (12) MONTH RENTAL</u>					
1. Single Occupant Portable Toilet					
Serviced Once Per Week, all year EA	43	\$ 60.00	\$ 55.00	\$ 125.00/U/MO	\$
Serviced Twice Per Week, (May-Oct) EA	7	\$ 95.00	\$ 85.00	\$ 200/U/MO	\$
Additional Service Calls, EA	TBD	\$ 20.00	\$ 20.00	\$ 50.00	\$
2. Single Occupant Portable Toilet, ADA Access					
Serviced Once Per Week, all year EA	6	\$ 95.00	\$ 85.00	\$ 175.00/U/MO	\$
Serviced Twice Per Week, (May-Oct) EA	2	\$ 135.00	\$ 165.00	\$ 250.00/U/MO	\$
Additional Service Calls, EA	TBD	\$ 20.00	\$ 20.00	\$ 50.00	\$
<u>SIX(6) MONTH RENTAL</u>					
3. Single Occupant Portable Toilet					
Serviced Once Per Week, all year EA	2	\$ 65.00	\$ 55.00	\$ 125/U/MO	\$
Additional Service Calls, EA	TBD	\$ 20.00	\$ 20.00	\$ 50.00	\$
4. Single Occupant Portable Toilet, ADA Access					
Serviced Once Per Week, all year EA	TBD	\$ 95.00	\$ 85.00	\$ 175.0/U/MO	\$
Additional Service Calls, EA	TBD	\$ 20.00	\$ 20.00	\$ 50.00	\$
ITEM DESCRIPTION	Qty	Weekend Rental Cost	Weekend Rental Cost	Weekend Rental Cost	Weekend Rental Cost
<u>WEEKEND/SPECIAL EVENTS</u>					
5. Single Occupant Portable Toilet					
Serviced Once Per Week, all year EA	TBD	\$ 65.00	\$ 60.00	\$ 150.00/U + 225.00/TRIP	\$
Additional Service Calls, EA	TBD	\$ 20.00	\$ 15.00	\$ 50.00	\$
6. Single Occupant Portable Toilet, ADA Access					
Serviced Once Per Week, all year EA	TBD	\$ 100.00	\$ 150.00	\$ 175.00/U	\$
Additional Service Calls, EA	TBD	\$ 20.00	\$ 15.00	\$ 50.00	\$

ITEM DESCRIPTION	Qty	Daily Rental Cost	Daily Rental Cost	Daily Rental Cost	Daily Rental Cost
<u>DISASTER RECOVERY DAILY RENTAL</u>					
7. Single Occupant Portable Toilet					
Serviced Once Per Week, all year EA	EDR	\$ 60.00	\$ 75.00	\$ 85.00/U/DAY	\$
Additional Service Calls, EA	EDR	\$ 20.00	\$ 20.00	\$ 50.00	\$
8. Single Occupant Portable Toilet, ADA Access					
Serviced Once Per Week, all year EA	EDR	\$ 75.00	\$ 150.00	\$ 175.00	\$
Additional Service Calls, EA	EDR	\$ 20.00	\$ 20.00	\$ 50.00	\$
9. Portable Shower Trailer*	EDR	\$ 2500.00	\$ ———	\$ 3000.00/D 12 UNIT	\$
10. Portable Self Sustaining Hand Wash Station*	EDR	\$ 100.00	\$ 100.00	\$ 175.00/DAY	\$

*If available from provider

OPENED BY: Norman Sizer

WITNESS: Ann Puckett

Georgetown County Electronic Sign-In Sheet
Bid #20-028, Portable Toilet Rental, Term Contract

Attendees	
Nancy Silver, Georgetown County Purchasing Officer	
Pamela Bassetti, Georgetown County Senior Buyer	
Ann Puckett, Georgetown County Purchasing Assistant	

From: [Beth Goodale](#)
To: [Nancy Silver](#)
Cc: [Renee M. Church](#); [Rhonda K. Stone](#)
Subject: Bid#20-028 Portable Toilet Rental Services Recommendation
Date: Monday, April 27, 2020 8:28:22 AM

Nancy,

All bids submitted for Portable Toilet Rental Bid #20-028 have been reviewed. The lowest bid submitted from Powell's Sanitation of Loris, SC appears to meet the equipment and service needs of Parks & Recreation. As lowest bid offer this vendor also provides the most economical option for these important services.

As a result of bid review we recommend contracting portable toilet rental services from Powell's Sanitation of Loris, SC.

Beth Goodale

Item Number: 6.f
Meeting Date: 4/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #20-031, Open Edge Credit Card Processing System

CURRENT STATUS:

Building, Planning, Zoning and Stormwater currently receive credit card payments from vendor Official Payments. The departments are nearing the completion of a major software upgrade to Tyler Technologies Energov. The department has advised that he and the head of MIS have looked at Official Payments and determined that it would be difficult to integrate them with the new version. Thus, an Energov preferred provider is recommended.

POINTS TO CONSIDER:

- 1) The provisions of the proposal from Tyler Technologies appears to indicate this is a sole source as they have provided us with a Sole Source letter stating that Open Edge is currently the only solution that can meet Tyler's comprehensive requirements for a fully integrated, highly secure, credit card processing system.
- 2) Open Edge is the only solution provider for Tyler products that offers an integrated system for: automated bank reconciliation, direct refunds to credit card accounts, and one-step voided payments.
- 3) Open Edge will provide the implementation, hosting and maintenance of their payment software at no cost to Georgetown County. The cost of these services will be borne by the citizens paying by credit card at 3% of the total cost of the transaction.
- 4) The current provider for credit card processing charges 2.75%, so this would only be a 0.25% increase for citizens compared to today's processes.

FINANCIAL IMPACT:

Open Edge charges a customer fee of 3% for credit card usage. This charge would be paid by the individual citizens, not the County. Open Edge provides one card swipe machine for free. Any additional swipe device would cost an additional \$21.00 per month. Staff believes one swipe device will be sufficient.

OPTIONS:

- 1) Award an Agreement to Open Edge, A Global Payment Company; or
- 2) Decline the award.

STAFF RECOMMENDATIONS:

The Georgetown County Planning Director recommends award of a contract for these services with Open Edge to be used by Building, Planning, Zoning and Stormwater for complete project processing, from permitting to inspections. Open Edge is the only related payment company that can meet the new Energov system's requirements. Open Edge provides one card swipe machine

for free. Any additional swipe devices would cost an additional \$21.00 per month. Staff believes one swipe device will be sufficient.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▫ Signed Sole Source Justification Form with Sole Source Letter attached.	Cover Memo



Georgetown County, SC

JUSTIFICATION FOR SOLE SOURCE

Georgetown County proposes to procure a payment processing solution that enables citizens to use credit cards for payment of fees covered by Energov software as a sole source from Open Edge, a Global Payment Company.

based upon the following justification as outlined in Ordinance 2008-09:

- ☒ There is a lack of competition for a product or service
- ☒ It is a unique, one-of-a-kind service offer.
- ☐ The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
- ☐ Where the items are needed for trial use or testing.

Specify: Energov is nearing completion of a major upgrade to software used by Building, Planning, Zoning and Stormwater for complete project processing, from permitting to inspections. Open Edge is the only related payment company that can meet Energov's (Tyler's) full requirements. See attached letter.

Budgeted Funds: ☐-YES ☐-NO Amount: No cost to County (Open Edge charges a customer a fee of 3% for credit card usage. The customer pays the fee, not the County. Open Edge provides one card swipe machine for free. Any additional swipe device would cost \$21.00 per month. Staff believes one swipe device will be sufficient.)

G/L Account Number: N/A _____ Department: Planning _____

Submitted by: Boyd Johnson _____ See Below _____ Date: _____ See Below _____

Department Director: Boyd Johnson Boyd Johnson _____ Date: 4/13/20 _____

Purchasing Approval: Monique Sikes _____ Date: 4/13/2020 _____

County Administrator Approval: Angela Christian _____ Date: 4/15/2020 _____

- Notes: (1) Enter brief description of goods or services to be procured
 (2) Enter name, address and phone number of vendor or contractor
 (3) Enter the basis of the sole source
 ***Attach a sole source letter from the vendor and any additional supporting documentation.



Open Edge Integration to Tyler Incode - Sole Source Letter

To Whom It May Concern:

This letter is to confirm that OpenEdge, owns all rights, title and license in and to, the OpenEdge payment processing solution and related services (collectively, the "OpenEdge Solution"). OpenEdge is the only authorized developer and licensor of the OpenEdge Solution and, except as set forth in agreements with its marketing partners, is the only entity authorized to implement, promote and maintain the OpenEdge Solution.

Open Edge is a Tyler Technologies, Inc. ("Tyler") Preferred Partner. Tyler is an authorized marketing partner of OpenEdge. The OpenEdge Solution is an integrated payment processing solution that directly integrates with mutually agreed upon Tyler software products, including those applications that have been identified to you as "Incode."

Open Edge is the only solution provider for Tyler products that offers an integrated system for: automated bank reconciliation, direct refunds to credit card accounts, one-step voided payments.

Tyler is contractually authorized to include the OpenEdge Solution, including the terms and conditions applicable to that Solution, in Tyler-client contracts, or amendments thereto.

OpenEdge is currently the only solution that can meet Tyler's comprehensive requirements for a fully integrated, highly secure, credit card processing system.

Tyler Technologies, Inc.

By: _____

A handwritten signature in black ink, appearing to read "Shane Shepherd", written over a horizontal line.

Name: _____ Shane Shepherd _____

Title: _____ Director _____

Date: _____ 01/23/2019 _____

<brady.jensen@openedgepay.com<mailto:brady.jensen@openedgepay.com>> wrote:

Clark, it was good talking with you. Thanks for giving me a call. As I mentioned OpenEdge offers a service fee model. Where at the time of transaction the citizen is charged 3%. this way the City will not be charged any processing fees. So for example on a \$100 transaction the citizen will be charged \$103. \$100 goes to the City's account and \$3 goes to the processing cost.

When you're ready to get set up, I have included a merchant worksheet for you to fill out and return to me by fax (801) 406-5673 or email. I will use that information to put together an e-Sign application for you to complete. Once signed, it will take about 24-48 hrs to get approved. As soon as it is approved, our installation team will call and schedule a phone call to turn on the new account.

I need a voided check, for the account into which we will be depositing your funds, sent over with the completed Merchant Worksheet.

This check needs to have your business name imprinted on it. If you do not have checks yet, or just the starter checks, we can accept a letter from your bank. Call your bank and let them know you need a bank letter verifying you have an open account. Either fax or have the bank fax it to me at (801)-406-5673). The bank letter needs to:

1. Be on Bank Letterhead
2. State your business name and that you have an open account
3. List the routing and account numbers
4. Be signed by a bank representative

Thanks!

On Thu, Oct 24, 2019 at 1:35 PM Brady Jensen

<brady.jensen@openedgepay.com<mailto:brady.jensen@openedgepay.com>> wrote:

Clark, I wanted to check back in with you. Last we spoke you were going to talking with Tyler Tech and find out which product you were going to be using. Incode 9, incode 10 or Insite.

On Wed, Sep 18, 2019 at 8:23 AM Brady Jensen

Item Number: 6.g
Meeting Date: 4/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #15-001, Change Order #6 - Design/Build for Nine (9) Fire Substation Metal Garage Structures

CURRENT STATUS:

This is a requested change order to the ongoing project for the Nine (9) Fire Substation Metal Garage Structures.

POINTS TO CONSIDER:

- 1) The proposed change order will authorize the construction of the remaining three (3) station locations (Sampit, Rose Hill, and Plantersville).
- 2) The proposed change order will be for misc. improvements for stations, i.e. overhead rear door, electric operators, louvers for ventfans, and cover plate for door lock.
- 3) The proposed change order will add material cost increases due to market changes since the time of the original bid in 2015.

FINANCIAL IMPACT:

This project is fully funded in G/L project fund #89007.50000.XXXX.50703. The XXXX would be the individual stations identification number. See email from Finance attached to Change Order.

OPTIONS:

- 1) Award a Change Order #6 to Sellers General Construction LLC of Conway, SC as proposed; or
- 2) Decline staff's recommendation.

STAFF RECOMMENDATIONS:

This project has been a collaboration involving members of Public Services, Public Works, Facility Services, County Administration, Georgetown County Fire District 1, and Emergency Services. As stated in the original Council award, staff's intent has been to efficiently establish the nine (9) substations as economically as possible while making provisions for possible later expansion and upgrades. Buildings were to be constructed in three groups of three sites as land acquisitions have been completed. The majority of this change order is to cover the construction of the final three site locations. Staff approves the Change Order #6 as is evident by their submittal and signatures on the attached change order form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

▣ Contract #15-001, Change Order #6

Cover Memo



Georgetown County, South Carolina
Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
15-001	6	
Project #	GL Account	Purchase Order
Fire Substations	89007.50000	2020-543, 2018-515, 2016-070
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$329,777.12	\$128,532.89	\$458,310.01

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Moncy Silver</i>	04/17/2020
Change Originator:	Art Baker	04/17/20

Consultant Name:	Sellers General Construction LLC
Contract Title:	Design/Build for nine (9) Substation Metal Garage Structures
Task Order Name:	Authorize Remaining Three (3) Station Locations (Sampit, Rose Hill, Plantersville)
Scope of Work:	see attached schedule =====
	Total Change Order \$ 128,532.89
List Authorized Sub-Consultants:	ACI Buildings
Deliverables:	Four (4) complete metal building fire sub-stations located at Sampit, Carvers Bay, Rose Hill, Plantersville.
Justification for Change:	- Completion of all nine (9) planned Fire Substations. - See attached schedule for itemized listing and explanation of changes.
Start Date: NTP	Completion Date: 8/1/2020

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

Georgetown County, SC Signatures:	Sellers General Construction LLC
<i>Mack Reed</i>	(see attached)
04/17/20	04/17/20
Date	Date
Mack Reed County Fire Chief	(Signature)
	NOTES:
	1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.
	2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work.
	3. Attach additional budget forms as needed when multiple tasks and resources are proposed.
John Thomas, Chairman Georgetown County Council	Date

Change Order # 6 - Summary					
No.	Description	Qty	Unit	Unit Price	Total Price
1	Sampit FSS ¹	1	Each	\$ 32,717.62	\$ 32,717.62
2	Rose Hill FSS ¹	1	Each	\$ 32,717.62	\$ 32,717.62
3	Plantersville FSS ¹	1	Each	\$ 32,717.62	\$ 32,717.62
4	Add Rear OH Door Electric Operators & louvers for vent fan ²	6	Each	\$ 2,621.00	\$ 15,726.00
5	Material cost increase for Metal Buildings ³	1	LS	\$ 9,544.04	\$ 9,544.04
6	CARVERS BAY FSS ONLY - Material price Increase due to project delay (from 1/8/'18) ⁴	1	LS	\$ 2,584.99	\$ 2,584.99
7	Material price Increase due to project delay (from 1/8/'18 to 4/9/'20) ⁵	4	Each	\$ 500.00	\$ 2,000.00
8	Cover plate for door lock (Add for 7 stations) ⁶	7	Each	\$ 75.00	\$ 525.00
Total					\$ 128,532.89
1. See Revised Building Cost Calculation Table below.					
2. Ref. CO#2. Note: 3 included in CO#2. Remaining 6 included in this CO #6.					
3. Ref. CO#3. \$9,544.04 Total for all 6 stations. See attached explanation.					
4 Ref. C.O. #4 (\$45,807.21 - \$ 43,222.22 = \$2,584.99)					
5. See attached email confirmation.					
6. See attached proposal. Williams Hill & Yauhanna were done by County.					

Revised Building Cost Calculation Table	
Original Bid Price	\$ 43,222.23
Building Material Advance Purchase (Ref. CO#3. Total= \$78,537.62 /6 = \$13,089.60 Each)	\$ (13,089.60)
Increase in Materials Cost due to time delay from 9/11/'15 to 1/8/'18. (Ref. C.O. #4.) (\$45,807.21 - \$ 43,222.22 = \$2,584.99)	\$ 2,584.99
Revised Cost per Each Site	\$ 32,717.62



GEORGETOWN COUNTY
DEPARTMENT OF PUBLIC SERVICES
DIVISION OF ENGINEERING & CAPITAL PROJECTS
1918 Church St. Georgetown, SC 29440



Explanation of Item No.5
(CO#6 – Sellers-Fire Substations)
March 17, 2020

The contractor should be credited back for the \$9,544.04 for Material cost increase for the Metal Buildings (materials only) which were purchased in 2016.

5	Material cost increase for Metal Buildings ³	1	LS	\$ 9,544.04	\$ 9,544.04
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This is explained and justified as follows:

1. This amount (\$9544.04) was for the material cost increase to the buildings at the time that the 6 metal buildings (structures only) were purchased (in 2016) and storage at the airport.
2. This amount (\$9544.04) was included in Change Order #3 (PO Attached). See the highlighted sentence in the abstract from the 5th page of CO#3, as shown below.

For a total cost of \$78,537.62 (or \$13,089.60/each) we can secure the metal components delivered to the closed runway at GGE for secure storage, and transported thereafter by the contractor to the construction sites. This is a total increase of \$9,544.04 to the original amount of \$68,993.58.

Without a commitment from ACI Buildings to hold or guarantee the price this is the only way to hold our costs from further escalation. If acceptable, please let me know and I'll prepare a final PO version and Change order 03 for execution. Let me know if you need additional information. Thanks.

Kyle P. Prufer, Purchasing Officer

3. The \$78,537.62 was the total of CO#3, and was paid to the contractor in 2016.
4. However, following this payment, an amount of \$13,089.60 (\$78,537.62/6 stations) has been deducted for each of the 6 FSSs (in CO#4 and CO#6) as summarized in the table below, which includes the \$9,544.04.

Revised Building Cost Calculation Table	
Original Bid Price	\$ 43,222.23
Building Material Advance Purchase (Ref. CO#3. Total= \$78,537.62 /6 = \$13,089.60 Each)	\$ (13,089.60)
Increase in Materials Cost due to time delay from 9/11/'15 to 1/8/'18. (Ref. C.O. #4.) (\$45,807.21 - \$ 43,222.22 = \$2,584.99)	\$ 2,584.99
Revised Cost per Each Site	\$ 32,717.62

5. This was incorrect, because the \$9,544.04 was for the material was incrementally included in the deducts, but it should not have been.
6. Therefore, this amount of \$9,544.04 is being put back into the contract via this Change Order.

Art Baker

From: Art Baker
Sent: Thursday, April 09, 2020 4:33 PM
To: Johnny Sellers (Sellers Constr)
Cc: Ray Funnye (Director-DPS)
Subject: Material Cost Increase-Remaining 4 Fire Substations (2018-2020)

Johnny,

Confirming our discussion today, you are requesting an additional \$500.00 per each of the remaining four (4) fire substations due to price increase from 1/8/'18 to 4/9/'20, resulting from the delay in the project.

This is in addition to the previously approved material price increase from 9/11/'15 to 1/8/'18, as documented in C.O. #4.

Thanks,
Art

Art Baker, PE

Engineering and Capital Projects Manager

Department of Public Services

Office (843) 545-3255

abaker@gtcounty.org

INNOVATION, LEADERSHIP AND TEAMWORK!





January 31, 2020

Georgetown County
Art Baker, PE
Engineering and Capital Projects Manager
Department of Public Services
abaker@gtcounty.org

Re: Cover Plate for Door Locks on Five Fire Stations already built

Art,

Cover Plates to Install on the Doors of the (5) Five Fire Stations already Built will Cost \$75.00
Seventy-Five Dollars and no cents per Door, we may get a better deal on the other stations.

Thank you for allowing me to give you this cost estimate and if you should have any questions, please don't hesitate to contact me.

Sincerely,

Johnny E. Sellers
Sellers General Construction, LLC
(843) 385-2026

Mack Reed

From: Glenda Long
Sent: Friday, April 17, 2020 2:36 PM
To: Art Baker; Tracey Howle
Cc: Ray C. Funnye; Mack Reed; Anthony Hucks; Nancy Silver
Subject: RE: 15-001 Sellers CO #06 (Last 3 FSS-Sampit,Rose Hill & Plantersville)
Attachments: Revised CPST Substation Recap Sellers.xlsx

There are multiple general ledger accounts and at least two PO's involved with this change order. You will also need to look at the color coding to determine which PO needs to be changed. As for the three new stations I do not care if you add it to one of the existing PO's or create a new one entirely.

The GL will be 89007.50000.[see column A for these 4 digits].50703.

The total amount associated with each GL for this change order is in column K.

From: Glenda Long
Sent: Friday, April 17, 2020 1:35 PM
To: Art Baker <abaker@gtcounty.org>; Tracey Howle <thowle@gtcounty.org>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; Mack Reed <mreed@gtcounty.org>; Anthony Hucks <ahucks@gtcounty.org>; Nancy Silver <nsilver@gtcounty.org>
Subject: RE: 15-001 Sellers CO #06 (Last 3 FSS-Sampit,Rose Hill & Plantersville)

See attached.

Thanks

Glenda

From: Art Baker
Sent: Friday, April 17, 2020 1:30 PM
To: Tracey Howle <thowle@gtcounty.org>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; Mack Reed <mreed@gtcounty.org>; Anthony Hucks <ahucks@gtcounty.org>; Nancy Silver <nsilver@gtcounty.org>; Glenda Long <gilong@gtcounty.org>
Subject: 15-001 Sellers CO #06 (Last 3 FSS-Sampit,Rose Hill & Plantersville)
Importance: High

Tracey,
Please see attached Change Order for immediate PO preparation and processing.
This needs to be included in the next County Council Agenda (deadline today).
Apologies for the rush.

Per discussion with Glenda, please give you a call if needed regarding the G/L account #(s).

Many thanks,
Art

Art Baker, PE

Engineering and Capital Projects Manager
Department of Public Services

	1	2	3	4	5	6	7	8	This C/O	Paid to Date	Encumbered	Estimated Final Substation Amount
0501 Rose Hill		32,717.62		2,621.00	1,590.68		500.00	75.00	37,504.30	15,033.85		52,538.15
0502 Carvers Bay						2,584.99	500.00	75.00	3,159.99	17,800.40	29,987.10	50,947.49
0503 Williams Hill								-	-	47,787.47		47,787.47
0504 Gallop				2,621.00	1,590.68			75.00	4,286.68	44,187.62	3,564.85	52,039.15
0505 Yauhannah								-	-	45,843.22		45,843.22
0506 Plantersville			32,717.62	2,621.00	1,590.68		500.00	75.00	37,504.30	15,033.84		52,538.14
0507 South Island				2,621.00	1,590.68			75.00	4,286.68	44,187.61	3,564.85	52,039.14
0508 Sampit	32,717.62			2,621.00	1,590.68		500.00	75.00	37,504.30	15,033.84		52,538.14
0509 Gapway	32,717.62	32,717.62	32,717.62	15,726.00	9,544.08	2,584.99	2,000.00	525.00	128,532.93	289,095.46	40,681.65	458,310.04

PO	Expensed	Encumbered	This C/O
2016-70	107,542.58	29,987.10	3,159.99
2017-68	78,537.62		78,537.62
2018-515	87,461.31	10,694.55	111,015.90
2019-83	15,553.93		15,553.93
TBD	-	-	112,512.90
	289,095.44	40,681.65	128,532.93
			458,310.02

Item Number: 10.a
Meeting Date: 4/28/2020
Item Type: THIRD 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 amended 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.

Georgetown County 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.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 20-09 Authorizing Intergov. Agreement with City of Georgetown	Ordinance
▣ IGA City of Georgetown Commercial Corridor TIF	Backup Material

ORDINANCE No. 20-09

**APPROVING THE EXECUTION AND DELIVERY OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS
RELATING THERETO.**

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

Section 1. Findings of Fact

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

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

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

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

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

(E) The County Administrator of the County (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 28th day of April, 2020.

GEORGETOWN COUNTY COUNCIL

(SEAL)

Chairman

ATTEST:

Clerk to Council

First Reading: February 25, 2020
Second Reading: April 14, 2020
Third Reading: April 28, 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 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 <u>June 30</u>	<u>TIF Bonds</u>		Aggregate Debt <u>Service</u>
	<u>Principal</u>	<u>Interest</u>	
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
Total	<hr/>		
	<hr/>		

Item Number: 11.a

Meeting Date: 4/28/2020

Item Type: SECOND 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 the remaining 1 acre lot FA.

VR-10 and leaving

7. The Planning Commission voted 6 to 0 to approval for the proposed rezoning. No one,

recommend
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 or include with your application.

Property Owners Within 400' of the Harold Morris Rezoning Request

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

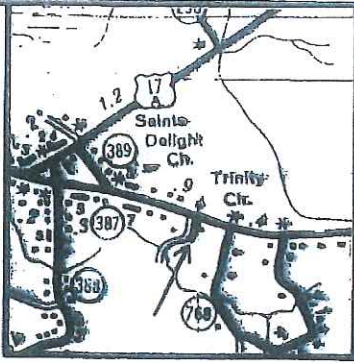
TM 01-0432-055-10-00

✓ 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

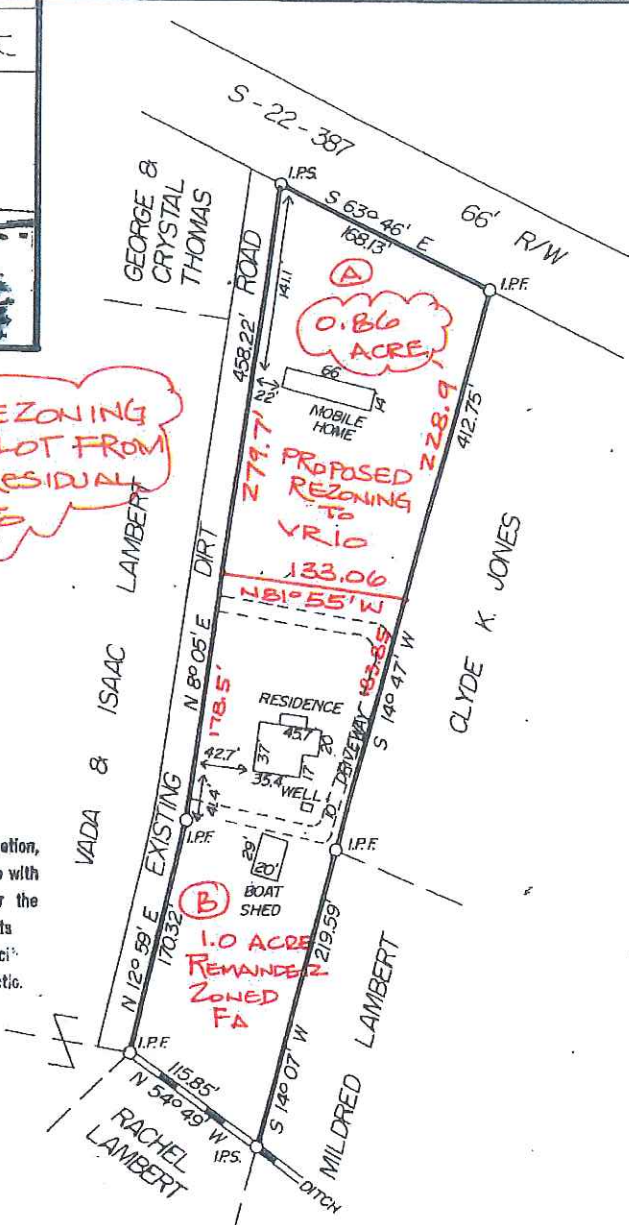
TM 01-0432-060-00-00



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

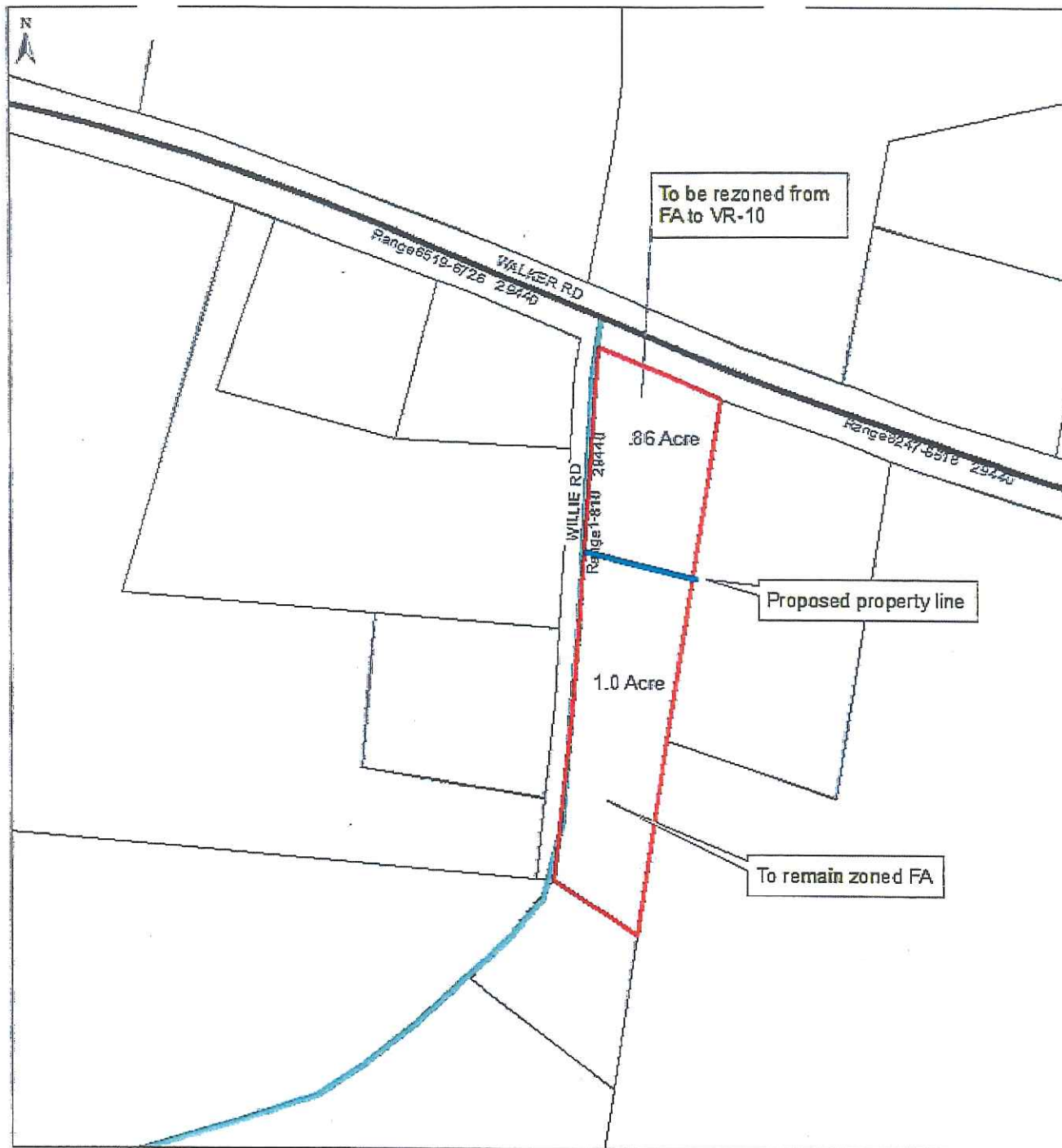


FEBRUARY 26, 1992

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

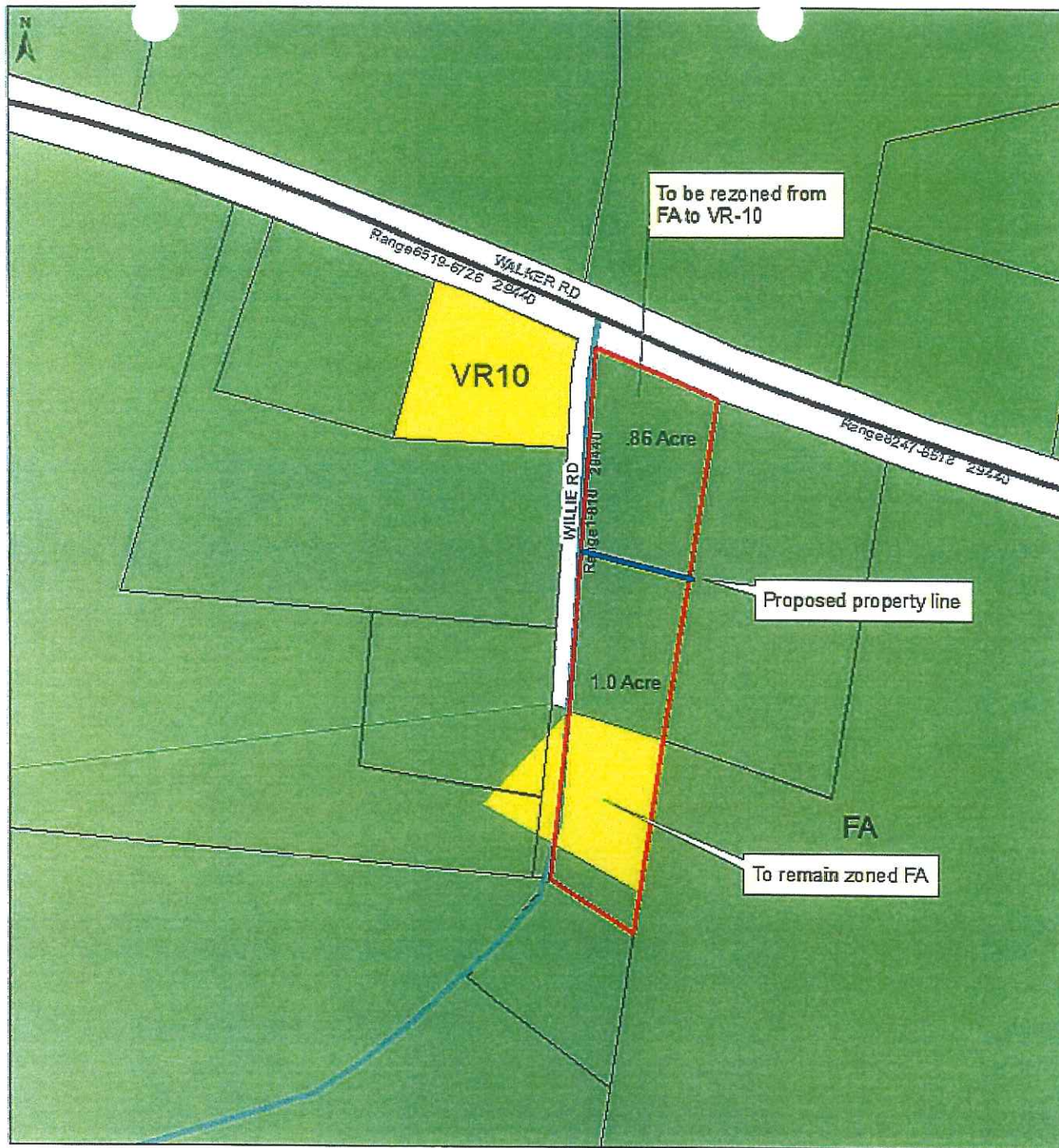
Railroads

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

Private Morris

Lot Lines

Range Lines

Waterways

Zoning

DISTRICT

CITY OF GEORGETOWN

0

1.0

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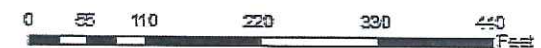
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38.0

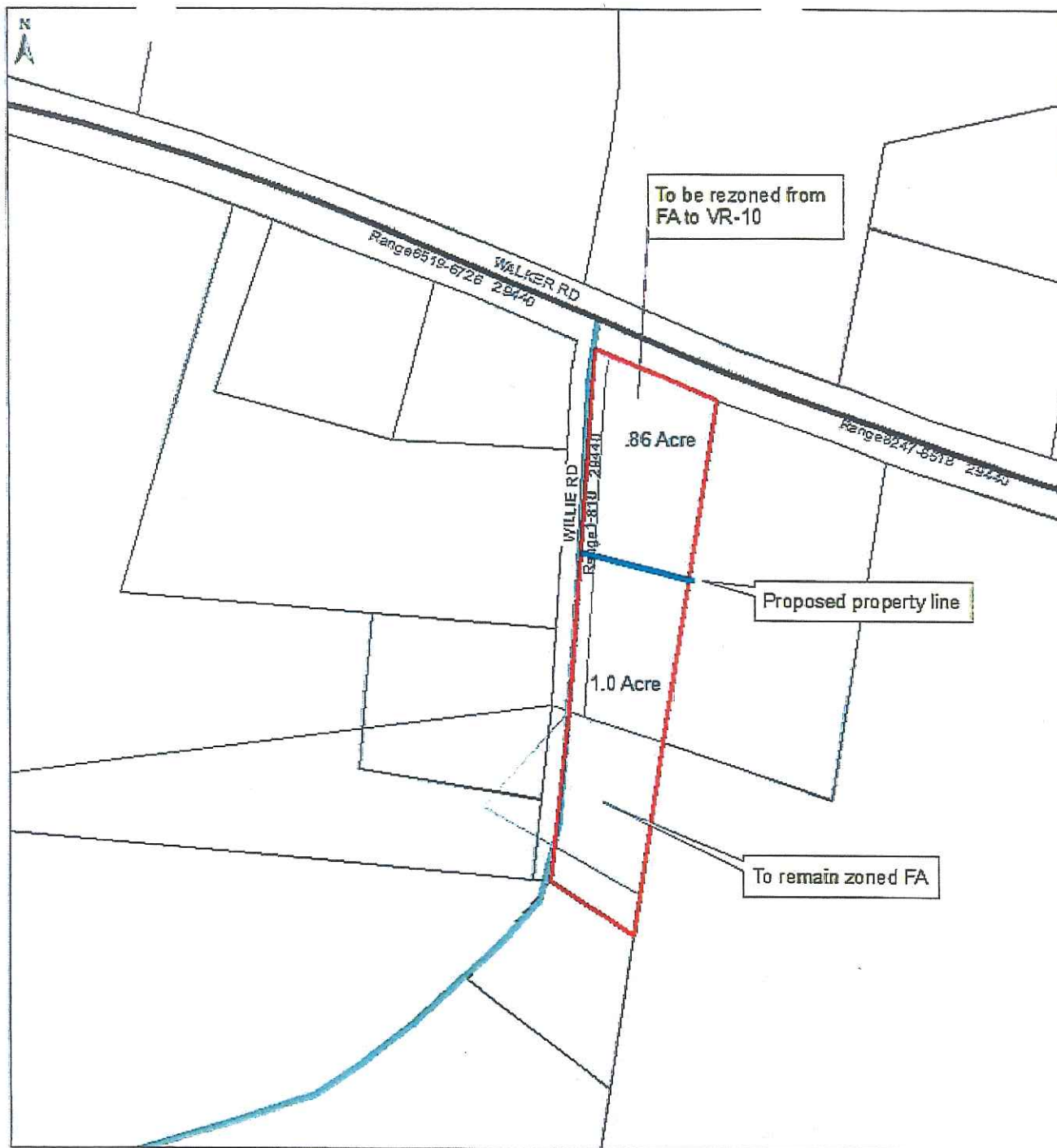
39.0

40.0

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.



Harold Morris Property FLU REZ 10-19-23996

Legend

Streets

— all other values —

MaintainedBy

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

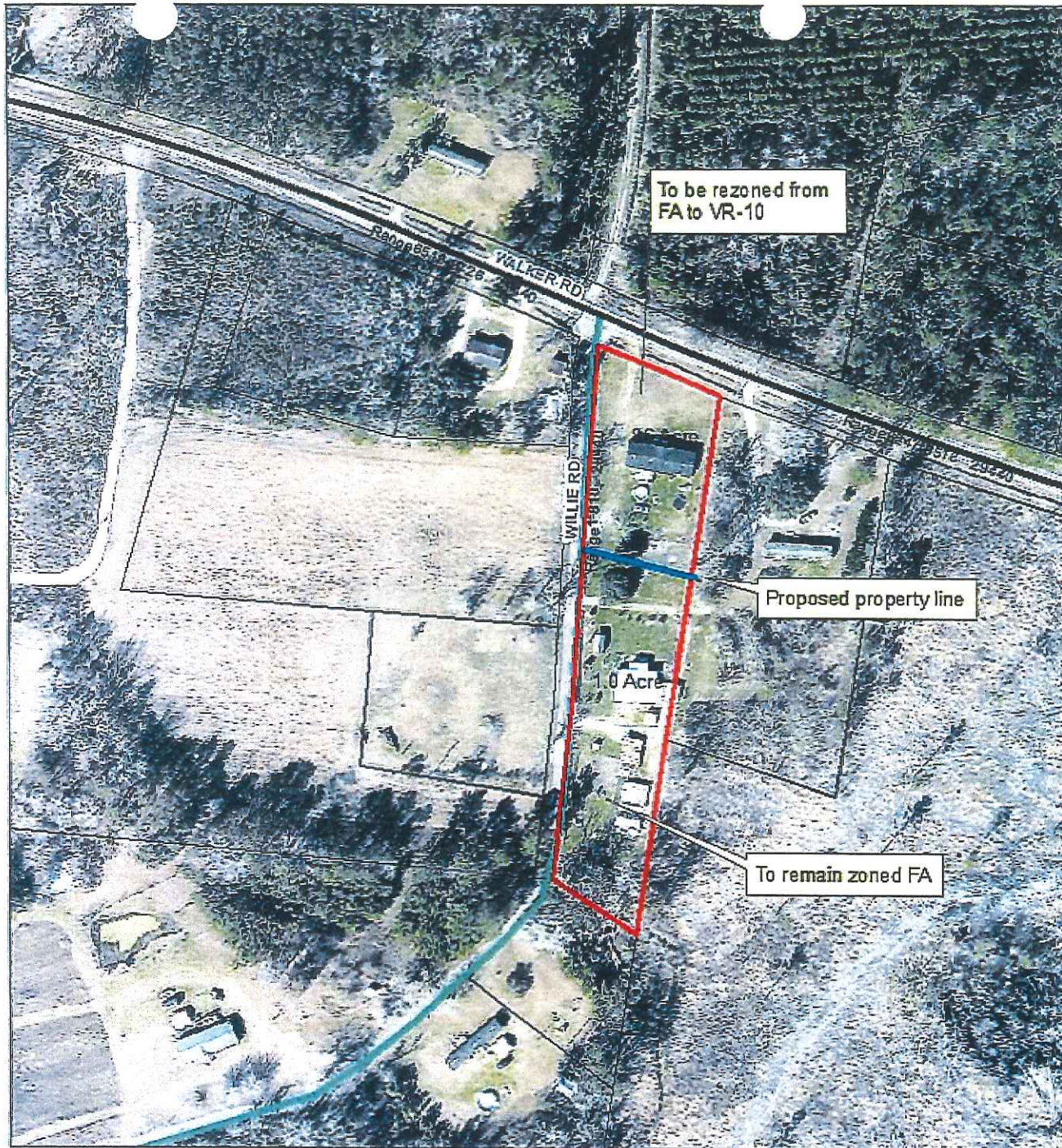
TRANSITIONAL

Municipalities

0 55 110 220 330 440 Feet

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 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

Item Number: 16.a
Meeting Date: 4/28/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

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

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

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

OPTIONS:

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

STAFF RECOMMENDATIONS:

Recommendation for deferral of Ordinance No. 19-25.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 19-25 To Establish the Base Salary for Elected Officials	Ordinance

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

ORDINANCE NO: 19-25

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

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

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

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

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

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

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

ADOPTED AT A PUBLISHED MEETING OF GEORGETOWN COUNTY COUNCIL THIS ____ DAY OF _____, 2019.

John Thomas, Chairman

ATTEST:

Theresa E. Floyd, Clerk to Council

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

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Item Number: 16.b
Meeting Date: 4/28/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

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.