

Council Members

District 1: John Thomas
District 2: Ron L. Charlton
District 3: Everett Carolina
District 4: Lillie Jean Johnson
District 5: Austin Beard, *Vice Chairman*
District 6: Steve Goggans
District 7: Johnny Morant, *Chairman*

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

February 28, 2017

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - February 14, 2017**
- 6. CONSENT AGENDA**
 - 6.a Ordinance No. 2017-03 - An amendment to Article VIII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance.**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - 8.a Board / Commission Appointment - Council District 3**
 - 8.b Board / Commission Appointments - Council District 7**
- 9. RESOLUTIONS / PROCLAMATIONS**
- 10. THIRD READING OF ORDINANCES**
 - 10.a ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**
- 11. SECOND READING OF ORDINANCES**

- 11.a Ordinance No. 2017-05 - An Ordinance to amend Article XI, Off-Street Parking Regulations, Section 1102.1 Minimum Parking Space Provisions of the Zoning Ordinance of Georgetown County, South Carolina, regarding Industrial Use Parking.**
- 11.b Ordinance No. 2017-06 - An Ordinance to amend the list of conditional uses for the Low Country Stores Planned Development.**

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 2017-07 - An amendment to Article VI, Requirements By District, Section 628 Forest Agriculture/Commercial (FA/C) of the Zoning Ordinance to include vehicle parking and maintenance as a conditional use**
- 12.b Ordinance No. 2017-08 - To rezone approximately three acres of a 48 acre tract located on David Ray Road (TMS #02-1006-025-00-00) from Residential One Acre (R-1) to Forest Agriculture/Commercial (FA/C).**

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Contractual Matter

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 2/28/2017
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - February 14, 2017

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approval of minutes as submitted

ATTACHMENTS:

Description	Type
□ DRAFT Minutes - 2/14/17	Exhibit

Georgetown County Council held a Regular Council Session on Tuesday, February 14, 2017, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	
Staff:	Wesley P. Bryant	Theresa E. Floyd
	Jackie Broach	

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

Chairman Johnny Morant called the meeting to order. An invocation was given by Councilman Ron Charlton, and all joined in the pledge of allegiance. Chairman Morant noted that the County Administrator was not in attendance due to illness, and therefore the County Attorney, Wesley Bryant, would be acting in his absence.

APPROVAL OF AGENDA:

Councilmember Ron Charlton moved for approval of the meeting agenda. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

PUBLIC COMMENTS:

There were no public comments.

MINUTES:

Regular Council Session – January 24, 2017

Councilmember Ron Charlton moved to approve the minutes of the January 24, 2017 meeting. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion, and no discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

CONSENT AGENDA:

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

Contract #14-050, Addendum 01 for Ambulance and EMS Billing & Collection Services – County Council unanimously approved the renewal of an ambulance billing contract agreement with Low Country Billing Services for a period of 1 year.

PUBLIC HEARINGS

Ordinance No. 2017-01

A public hearing was held on Ordinance No. 2017-01, an Ordinance to Authorize and Approve an Agreement for Development of a Joint Industrial and Business Park by and Between Georgetown County and Horry County with Property Located in Horry County (Loris Commerce Center); To Require the Payment of a Fee In Lieu of Ad Valorem Taxes by Businesses and Industries Located in the Park; to Apply Zoning and Other Laws in the Park; to Provide for Law Enforcement Jurisdiction in the Park; and to Provide for the Distribution of Park Revenues within the County. There were no public comments, and Chairman Morant closed the public hearing.

Ordinance No. 2017-02

County Council held a public hearing on Ordinance No. 2017-02, an Ordinance to declare as surplus a portion of a tract of property known as TMS #02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, “Georgetown County Purchasing Ordinance, as amended”. There were no public comments, for or against Ordinance No. 2017-02, and Chairman Morant closed the public hearing.

Ordinance No. 2017-04

A public hearing was held on Ordinance No. 2017-04, an Ordinance authorizing the lease of a 2,100 square feet space to TOWERCO 2013 LLC located at Station 82, 112 Beaumont Drive, Pawleys Island, SC 29585 for the construction and maintenance of a wireless communications tower. No individual came forward to speak reading Ordinance No. 2017-04, and Chairman Morant ordered the public hearing closed.

BOARDS AND COMMISSIONS

Parks and Recreation Commission

Councilmember Steve Goggans moved to appoint Mr. Robert Del Bagno to the Parks and Recreation Commission. Councilmember John Thomas seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

ORDINANCES- Third Reading

Ordinance No. 2017-01

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2017-01, an Ordinance to Authorize and Approve an Agreement for Development of a Joint Industrial and Business Park by and Between Georgetown County and Horry County with Property Located in Horry County (Loris Commerce Center); To Require the Payment of a Fee In Lieu of Ad Valorem Taxes by Businesses and Industries Located in the Park; to Apply Zoning and Other Laws in the Park; to Provide for Law Enforcement Jurisdiction in the Park; and to Provide for the Distribution of Park Revenues Within the County. Councilmember Lillie Jean Johnson offered a second on the motion. Chairman Morant called for discussion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2017-02

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2017-02, an Ordinance to declare as surplus a portion of a tract TMS #02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance, as amended". Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion. No discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

ORDINANCES-Second Reading:

Ordinance No. 2017-03

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 2017-03, an Amendment to Article VII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance. Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2017-04

Councilmember Ron Charlton moved for second reading approval of Ordinance No. 2017-04, an Ordinance authorizing the Lease of a 2,100 square feet space to TOWERCO 2013 LLC located at Station 82, 112 Beaumont Drive, Pawleys Island, SC 29585 for the Construction and Maintenance of a wireless communications tower. Councilmember Steve Goggans seconded the motion. Upon a call for discussion on the motion from Chairman Morant, there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

ORDINANCES- First Reading:

Ordinance No. 2017-05 – An Ordinance to amend Article XI, Off-street Parking Regulations, Section 1102.1 Minimum Parking Space Provisions of the Zoning Ordinance of Georgetown County, South Carolina, regarding Industrial Use Parking.

Ordinance No. 2017-06 – An Ordinance to amend the list of conditional uses for the Low Country Stores Planned Development.

BIDS:

No reports.

REPORTS TO COUNCIL:

Standard Operating Procedure – Naming of County Facilities

Councilmembers were provided with a proposed policy relating to naming County facilities. The policy was created in accordance with discussion by County Council on this issue during a recent workshop. County Attorney, Wesley Bryant, advised Council that the policy was being provided as information. If County Council has no recommended changes, staff will move forward with formalizing the policy as is typical for internal operating procedures.

Waccamaw Home Consortium – Transfer of Participating Jurisdiction Status

Councilmember Austin Beard moved to approve execution and submission of a letter serving as Georgetown County's notice of official intent to transfer its current status, as lead agency, in the Waccamaw Home Consortium, to Horry County. Councilmember John Thomas seconded the motion. There was no discussion following the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Approval of Property Lease Agreement with Georgetown County Historical Society

Councilmember Lillie Jean Johnson moved to approve a proposed lease agreement with the Georgetown Historical Society for a parcel of property totaling approximately 1 acre, located at the corner of US Highway 701 and Plantersville Road (S-22-4) in support of the Plantersville Scenic Byway Project. Councilmember Ron Charlton seconded the motion. Chairman Morant called for discussion on the motion, and no discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

EXECUTIVE SESSION:

No reports.

Prior to adjourning the meeting, Chairman Morant advised Council members of the need to schedule a work session to discuss the County's Capital Improvement Plan. He suggested that County Council meet at 4:00 PM, prior to the regular council meeting on February 28, 2017, for this purpose. All councilmembers concurred.

Being no further business to come before County Council, Councilmember John Thomas moved to adjourn the meeting. Councilmember Ron Charlton seconded the motion. The meeting was adjourned at 6:04 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 2/28/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-03 - An amendment to Article VIII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance.

CURRENT STATUS:

Section 808 of the Zoning Ordinance allows "overhangs, stairs, steps and HVAC units to extend a maximum of five feet into any setback". Elevators are not included.

POINTS TO CONSIDER:

1. In the past, several BZA cases have arisen that involved elevators in residential units conflicting with setbacks.
2. As the population ages, staff believes the County will receive more requests for elevators, particularly since so much of the land mass is in flood zones which often leads to elevated buildings.
3. The County BZA granted a variance in December so a 93 year old person could construct an elevator that encroached five feet into the setback.
4. Staff believes an elevator serves the same access purpose as stairs and steps so it would be logical to add elevators to the list of items allowed to encroach into the setback a maximum of five feet.
5. Staff recommended that the relevant paragraph in Article VIII, Section 808 be amended to read as follows.

"Overhangs, stairs, steps, **elevators**, and HVAC units may extend into any setback area a maximum distance of five (5) feet. Such exceptions shall not exempt these uses from other requirements contained elsewhere in this Ordinance."

6. The Planning Commission held a public hearing on this issue at their December 15th meeting. No one spoke at the hearing. The Commission unanimously recommended approval for the text amendment.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Elevators in setbacks ordinance	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: _____

AN ORDINANCE TO AMEND ARTICLE VIII, EXCEPTIONS AND MODIFICATIONS, SECTION 808. SETBACK EXCEPTIONS FOR CERTAIN STRUCTURES, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA BY ADDING ELEVATORS

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE VIII, SECTION 808, SETBACK EXCEPTIONS FOR CERTAIN STRUCTURES, BE AMENDED TO ADD ELEVATORS WHICH SHALL READ AS FOLLOWS.

808. Setback Exceptions for Certain Structures. On-grade patios, fences, sidewalks, pavement, business identification signs, off-site signs on unoccupied lots, pay telephones, drive-in restaurant menu boards, docks, dune crossovers and boardwalks shall be exempt from the minimum setback requirements as required in Article VII. *(Amended Ord. 2009-27)*

Accessory Structures for residential uses may be located in the rear yard setback no closer than five feet from the property line. *(Amended Ord. 2002-39)* Refer to Article IV, Section 411, Accessory Structures.

Docks, dune crossovers, and boardwalks shall be exempt from all setback requirements and the requirements as stated in Section 809. *(Amended Ord. 2003-81)*.

Overhangs, stairs, steps, **elevators** and HVAC units may extend into any setback area a maximum distance of five (5) feet. Such exceptions shall not exempt these uses from other requirements contained elsewhere in this Ordinance. *(Amended Ord. 2001-30)*.

Bus shelters are exempt from the setback requirements found in Article VII, Area, Yard and Height Requirements but must comply with Section 813, Bus Shelters of this Ordinance. *(Amended Ord. 2012-21)*

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2017.

Johnny Morant (SEAL)

Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. _____ 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: _____

Item Number: 8.a
Meeting Date: 2/28/2017
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Board / Commission Appointment - Council District 3

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Councilman Everett Carolina has nominated Rev. Robert L. Davis to serve on the Georgetown County Planning Commission (representing Council District 3). If appointed, Rev. Davis will fill a seat that is currently vacant. The term of service will end on March 15, 2019

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify appointment of Rev. Robert Davis to the Planning Commission.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Recommendation to ratify the appointment of Rev. Robert Davis to the Planning Commission (representing Council District 3).

ATTACHMENTS:

Description	Type
□ Planning Commission - Robert Davis App	Exhibit



3rd Thursday

**QUESTIONNAIRE FOR
BOARD / COMMISSION**
PLEASE PRINT

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

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

☐ Airport Commission
☐ Alcohol & Drug Abuse Commission
☐ Assessment Appeals Board
☐ ATAX Commission
☐ Building Codes Board of Appeals

☐ Coastal Carolina University Advisory Board
☐ Economic Development Alliance Board
☐ Fire District 1 Board
☐ Historical Commission
☐ Library Board

☐ Midway Fire-Rescue Board
☐ Parks & Recreation Commission
☒ Planning Commission
☐ Sheriff Advisory Board
☐ Tourism Management Commission
☐ Zoning Appeals Board

Name: Robert L. Davis
[First] [Middle/Maiden] [Last]

Home Address: 1020 Oakley St.

Home Phone: 546-6098 Work Phone: 546-1785 Cell Phone: 240-1088

Email Address: roberteman@aol.com

Permanent resident of Georgetown County? (YES) / NO Registered Voter in Georgetown County? (YES) / NO

Occupation: Pastor Present Employer: Soul Saving Station Church
[If retired, most recent employer]

Employer Address: 1919 Hawkins St 67 SC 29440

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

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

Professional Degree [please specify] Doctorate Degree in Pastoral Ministry

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

[If yes, please list]: _____

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

[If yes, please list]: _____

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

[If yes, please list]: _____

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

I have in the past serve on state and local boards and commission. I will bring some experience in knowing how to work with others to reach a common goal.

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

Robert L. Davis
Applicant Signature

2-17-2017
Date

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

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

Item Number: 8.b
Meeting Date: 2/28/2017
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Board / Commission Appointments - Council District 7

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Council Chairman Johnny Morant has recommended the following appointments/reappointments to various boards/commissions (representing Council District 7):

1. Airport Commission - Appoint **Carey Smith** (*application provided*)
2. Historical Commission - Reappoint **Lillian Parker**
3. Parks & Recreation Commission - Reappoint **Marvin Neal**
4. Planning Commission - Reappoint **Zach Grate**
5. Zoning Appeals Board - Appoint **Will Moody** (*application provided*)

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify appointments/reappointments representing Council District 7 as proposed.
2. Do not ratify appointments.

STAFF RECOMMENDATIONS:

Recommendation to ratify appointments/reappointments to various boards and commissions representing Council District 7, as proposed.

ATTACHMENTS:

Description	Type
▣ Airport Commission - Carey Smith	Exhibit
▣ Zoning Board of Appeals - JW Moody III	Exhibit



GEORGETOWN COUNTY, SC
APPLICATION
BOARDS, COMMISSIONS, AND COMMITTEES

(Your nomination process will not be complete until this application is filed with the County**. Applications should be taken or mailed to Georgetown County Council, attn: Theresa Floyd, Clerk to Council, 716 Prince Street, Georgetown, SC 29440)

[1] Your Name: Smith Carey Franklin
Last First Middle

[2] Board, Commission, or Committee for which you would like to be considered (you may list more than one):

Airport Commission

[3] Are you a permanent resident of Georgetown County? YES ☒ NO ☐ How Long?

Please List Your Current Address (please provide both physical and mailing address if different):

142.2 Weethawka Way Pawleys Island, SC 29585

[4] Home Telephone # 843-314-9188 [5] Office Telephone # [6] Fax Number

[7] Are You a Registered Voter in Georgetown County? YES ☒ NO ☐ wordsmithcfs@twc.com

[8] Sex: MALE ☒ FEMALE ☐ [9] Race [10] Email Address:

[11] Level of Educational Background*:

Some High School (please note level completed)

High School Graduate or equivalent such as GED (specify which) ☒

Some College (please note level completed)

College graduate (please specify professional degree)

Please list certificates, experience or training you feel may be pertinent or helpful

B.A. Pol. Sc.
MPA Univ. of Ga.

[12] Present Employer* (if retired, please note most recent employer) City of Rock Hill (retired)
Address

[13] Have you ever been convicted of a crime other than a minor traffic violation? No
If so, give details.*

[14] Have you filed state and federal income tax returns for the past five years? Yes
If not, give details.*

[15] Are you or any company in which you have any controlling interest delinquent in any local, state, or federal taxes? No If so, give details.*

[16] Have you ever defaulted on any state or federal student loan? No If so, give details.*

- [17] Have you been treated for any mental illness, alcohol or drug addiction, or substance abuse within the past five years? No If so, give details.*
- [18] Have you been a party (plaintiff or defendant) in state or federal litigation within the past five years? No If so, give details.*
- [19] Have you ever served in the military? No If so, list branch _____ Were you honorably discharged? _____ If not, give details.*
- [20] Have you ever been terminated from any employment for cause? No If so, give details.*
- [21] Have you or any employer within the past ten years been investigated, reprimanded, fired, or suspended from doing business with any state or federal agency? No If so, give details.*
- [22] Do you have any interest in any business that has, is, or will do business with the State of South Carolina or the entity for which you are applying? No If so, give details.*
- [23] Do you serve on any local or state board, commission, committee, or hold an elected office? If so, please list.*
No

* USE EXTRA PAGE IF NECESSARY

- [24] Are you a registered lobbyist in the State of South Carolina? No
- [25] I hereby agree to attend the stated and called meetings of this entity to which I am about to be appointed and further agree that should I miss:
- Three consecutive meetings or,
 - Half the meetings within a six-month period, unless excused by the Chairman prior to the meeting, for reasons beyond my control (illness, death in family, etc.) I will resign my appointment.
- [26] Please provide a preferred address and telephone number to be released to the public upon request (this may be a business address).
Address: 142-2 Weehawka Way Pawleys Island, SC 29585
Phone: 843-314-9188

CERTIFICATION OF APPLICANT

Personally appeared before me, the applicant, who being duly sworn, says that all his/her statements are true, accurate, and complete; and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the Governor. He/she authorizes the State Law Enforcement Division to conduct a background investigation.

Caray J. Smith
Applicant's Signature

Sworn and subscribed before me this _____ day of _____, Two thousand and _____

Notary Public for South Carolina

Commission Expires

*Please note that information provided in this application may be subject to SC Freedom of Information disclosure. Information provided in response to question numbers 11-26 that the applicant may wish not to be released subject to SC Freedom of Information Act may be cited in a separate document that will accompany this application.

** Applications for service on Georgetown County Boards and Commissions remain on file for 2 years. If you have not been appointed to serve on a board/commission within that timeframe you may wish to re-submit your application.

Item Number: 10.a
Meeting Date: 2/28/2017
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

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

Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and maintaining a wireless communications tower.

Ordinance No. 2017-04 authorizes the County to enter into a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement.

FINANCIAL IMPACT:

An initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 (with yearly increases) will be received by the County.

OPTIONS:

1. Adoption Ordinance No. 2017-04.
2. Decline adoption of Ordinance No. 2017-04.

STAFF RECOMMENDATIONS:

Recommendation for adoption Ordinance No. 2017-04.

ATTACHMENTS:

Description	Type
▣ Tower Lease Justification Ltr	Backup Material
▣ Ordinance No. 2017-04	Ordinance
▣ Ground Lease Agreement (Ord. 2017-04)	Exhibit

December 16, 2016

Georgetown County
Office of the Administrator
Attn: Sel Hemingway, County Administrator
716 Prince Street
Georgetown, SC 29440

Re: Midway Firestation Proposed Wireless Communication Ground Lease

Dear Mr. Hemingway,

Regarding your inquiry as to how we determined what TowerCo believed to be a fair lease rate for the proposed wireless communication facility, there were three main factors considered:

- 1) **Available ground lease space-** TowerCo in all cases, where available, will propose a 100' x 100' lease parcel, representing a total of 10,000 feet of leasable space. In the case of the Midway firestation we could not come anywhere close to that standard. For this parcel, taking into consideration the already developed area occupied by the firestation, as well as respecting Chief Doug Eggiman's desire for future expansion, the only area available was approximately 2100 square feet. Although usable, this represents a challenge for TowerCo as it relates to maximizing the number of tenants placed within the proposed fenced compound. In order to accommodate future tenants, TowerCo will have to expend additional resources due to the site limitations.
- 2) **Free space offered to Georgetown County on the tower-** TowerCo, as part of our lease proposal, has offered two free spaces on the tower to Georgetown County (firestation emergency radio equipment). This is the first time I am aware that TowerCo has ever offered multiple tower mounting centers for free to our landlord. This represents valuable space that we normally market to paying tenants. However, acknowledging that we wanted to accommodate the firestation's needs, we agreed to provide these free of charge.
- 3) **Revenue sharing-** the third way TowerCo has attempted to accommodate the county for future income opportunities is through revenue sharing. TowerCo has agreed to pay the county \$150/month for each future tenant, after the anchor tenant, that signs a lease and pays TowerCo for space on the site. This is also a means by which the county can share, with TowerCo, in future revenue.



TowerCo

The above three items, combined with the proposed monthly ground lease rate, represented a fair business proposal given the limitations of the parcel.

Sincerely,

Brad Wallace
Director of Business Development

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO 2017-04

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

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

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

WHEREAS, Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and 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 a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement. Further, an initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 with yearly increases will be received by the County; and

WHEREAS, a public hearing on said lease agreement was held February 28, 2017.

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

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

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

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

DONE, RATIFIED AND ADOPTED THIS 28th DAY OF FEBRUARY, 2017.

Chairman, Georgetown County Council (Seal)

ATTEST:

Clerk to Council

This Ordinance, No 2017-04, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant,
Georgetown County Attorney

First Reading:	January 24, 2017
Second Reading:	February 14, 2017
Third Reading:	February 28, 2017

GROUND LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

6. Improvements; Utilities; Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Environmental Indemnities.

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

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

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

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

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

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

If to Lessor, to:

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

If to Lessee, to:

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

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

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

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

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

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

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

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

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

25. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

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

LESSOR:

Georgetown County

By: _____
Name: _____
Title: _____
Date: _____

State of South Carolina

County of Georgetown

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature _____

NOTARY SEAL

My commission expires: _____

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

State of _____

County of _____

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature _____

NOTARY SEAL

My commission expires: _____

EXHIBIT “A”

DESCRIPTION OF PARENT PARCEL

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

EXHIBIT “B”

DESCRIPTION OR DEPICTION OF PREMISES

| An approximately 50 ' x 42 ' tract of land, or approximately 2100 square feet, together with easements for ingress, egress and utilities described or depicted as follows:

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

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

TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between Georgetown County having a mailing address of 716 Prince Street, Georgetown, South Carolina 29440 (hereinafter referred to as “**Lessor**”) and TOWERCO 2013 LLC, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (hereinafter referred to as “**Lessee**”).

1. Lessor and Lessee entered into that certain Ground Lease Agreement dated the ____ day of _____, 20____ (the “Lease”) for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the “Premises”), which are a portion of that certain parcel of real property located in Pawleys Island, County of Georgetown, State of South Carolina, described in **Exhibit A** attached hereto (the “Land”).
2. The Lease shall have an initial term of five (5) years, with five (5) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.

4. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Land and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Land and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Land (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

LESSOR:

GEORGETOWN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

WITNESSES (two required):

By: _____
Name: _____

By: _____
Name: _____

State of South Carolina

County of Georgetown

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ___he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this _____ day of _____, 20____.

Signature _____

NOTARY SEAL

My commission expires: _____

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

WITNESSES (two required):

By: _____
Name: _____

By: _____
Name: _____

State of North Carolina

County of Wake

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature _____

NOTARY SEAL

My commission expires: _____

EXHIBIT A

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

EXHIBIT B

DESCRIPTION OR DEPICTION OF PREMISES

An approximately _____' x _____' tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

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

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

Item Number: 11.a
Meeting Date: 2/28/2017
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-05 - An Ordinance to amend Article XI, Off-Street Parking Regulations, Section 1102.1 Minimum Parking Space Provisions of the Zoning Ordinance of Georgetown County, South Carolina, regarding Industrial Use Parking.

CURRENT STATUS:

Article XI of the Zoning Ordinance establishes minimum parking requirements for all uses permitted in the County.

Parking requirements for industrial uses are currently based on the amount of gross floor area, the number of company vehicles on-site and the amount of office area.

POINTS TO CONSIDER:

1. Staff has processed industrial projects in the past that require a large number of parking spaces due to the size of the building but in actuality do not generate much parking need because of the small number of employees. The Zoning Ordinance requires the following number of spaces for "General Industrial Use" and "Manufacturing."

"Two spaces per 1,000 square feet of gross floor area, plus one space per company vehicle normally parked on the premises, plus one space per 400 square feet of office area."

2. Obviously there could be a 30,000 square foot building with 10 employees or one with 80 employees and the need for parking would vary greatly.

3. Requiring too much parking is detrimental for several reasons, such as forcing tree removal, impacting stormwater, wasting valuable land, and causing unnecessary expense to the industry.

4. Staff suggested tying parking to the number of employees an industry utilizes. The following sentence was recommended as an amendment to the Zoning Ordinance:

"One space per the maximum number of employees on-site including both shifts together if shift work is performed, plus five (5) percent of this number. Additionally, one space per company vehicle parked on-site that is not taken home shall be provided."

The five (5) percent addition above is intended to account for customers and visitors.

5. The Planning Commission held a public hearing on this issue at their January 19th meeting. No one came forward to speak. They voted 6 to 0 to recommend approval for the proposed change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2017-05 - To Amend Industrial Use Parking Requirements	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2017-05

AN ORDINANCE TO AMEND ARTICLE XI, OFF-STREET PARKING REGULATIONS, SECTION 1102.1 MINIMUM PARKING SPACE PROVISIONS, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA REGARDING INDUSTRIAL USE PARKING

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XI, OFF-STREET PARKING REGULATIONS, SECTION 1102.1 MINIMUM PARKING SPACE PROVISIONS, INDUSTRIAL USE, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.

Industrial use

General industrial	One space per the maximum number of employees on-site including both shifts together if shift work is performed, plus five (5) percent of this number. Additionally, one space per company vehicle parked on-site that is not taken home shall be provided.
Junkyard	Two spaces per 5,000 sq. ft. of area devoted to storage (whether inside or outside).
Manufacturing	One space per the maximum number of employees on-site including both shifts together if shift work is performed, plus five (5) percent of this number. Additionally, one space per company vehicle parked on-site that is not taken home shall be provided.
Self-service Storage or mini- Warehouse	One space per 1,000 sq. ft. of gross floor area, plus three spaces at the office area.
Truck Terminal	Three spaces per 1,000 sq. ft. of gross floor area, plus one space per vehicle normally parked on the premises.
Warehouse	One space per 1,500 sq. ft. of gross floor area.

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2017.**

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-05, 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: _____

Item Number: 11.b
Meeting Date: 2/28/2017
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-06 - An Ordinance to amend the list of conditional uses for the Low Country Stores Planned Development.

CURRENT STATUS:

A request from Dan Stacy of Oxner and Stacy as agent for Frank Thies to amend the Low Country Stores Planned Development to add to the list of permitted uses. The property is located at the intersection of Wesley Road and Highway 17 Bypass in Murrells Inlet. TMS #41-0119-032-04-00. Case Number AMPD 11-16-17111.

The Low Country Stores Planned Development was approved in 1977. Auto sales are not a currently permitted use.

POINTS TO CONSIDER:

1. The Low Country Stores Planned Development is located at the intersection of Wesley Road and Highway 17. It currently contains several retail uses. While the original ordinance for this PD does not list specific uses, a letter from the applicant in 1977 indicates tentative uses of "craft and art shops, ladies sportswear, gift shops and a wine and cheese shop." A memo from planning staff in 1996 indicates the approved uses as "eating and drinking establishments, retail shops, business services, offices and related accessory uses."
2. The applicant's tenant requested a change of tenant approval from the Zoning Department for an auto sales business. The applicant was informed at that time that based on the uses listed in the PD, he would not be allowed to store or display cars on the site. Staff was informed that the business would be handled over the internet and only the business office would be located on the site. Cars were subsequently placed on the property for sale. When the tenant was approached about the violation, the property owner then filed a request to amend the PD to "allow for automobile sales, retail and wholesale, including parking vehicles for sale on the site, and restaurant use." Restaurants are already included as a permitted use.
3. The PD is surrounded by General Commercial (GC) zoning to the east, north and south. GC zoning allows for auto and boat sales with open yard storage if screened from any adjacent residential property, so the use is compatible with the surrounding area.
4. Motor vehicle sales businesses are required to have one parking space for every 2500 SF of outdoor display area and one space for every 250 SF of enclosed indoor sales or floor area based on Article XI of the Zoning Ordinance. The building unit in question contains approximately 1300 SF which would require 5 parking spaces plus those needed for the outdoor display area.
5. Section 422 of the Zoning Ordinance deals with the display of outdoor products for on-site uses. Products or stock may not be placed in the road right-of-way, in a required landscape buffer or in any required parking. Any on-site vehicle display should comply with these requirements. Recently,

zoning staff noted several vehicles that appeared to be located in the Wesley Road right-of-way.

6. Staff recommended approving the request to amend the Low Country Stores Planned Development to allow for automobile sales both retail and wholesale including parking vehicles for sale on the site with the following conditions:

a. Submittal and approval of a parking layout to demonstrate compliance with the parking requirements for motor vehicle sales in Article XI of the Zoning Ordinance.

b. Compliance with Section 422 of the Zoning Ordinance regarding outdoor products display. No cars for sale may be placed in the adjoining road rights-of-way.

7. The Planning Commission held a public hearing on this request at their January 19th meeting. No one but the applicant came forward to speak. The Commission voted 6 to 0 to accept staff's recommendation.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve request as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2017-06 - To amend the list of conditional uses for the Low Country Planned Development.	Ordinance
<input type="checkbox"/> Low Country Stores attach 1	Backup Material
<input type="checkbox"/> Low Country Stores attach 2	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-06

**AN ORDINANCE TO AMEND THE LIST OF CONDITIONAL USES FOR THE
LOW COUNTRY STORES PLANNED DEVELOPMENT (PD)**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF
GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL
ASSEMBLED THAT THE LOW COUNTRY STORES PLANNED
DEVELOPMENT BE AMENDED TO INCLUDE THE FOLLOWING
CONDITIONAL USE:**

- Auto sales, both retail and wholesale including parking vehicles for sale on the site with the following conditions:
 - Submittal and approval of a parking layout to demonstrate compliance with the parking requirements for motor vehicle sales in Article XI of the Zoning Ordinance.
 - Compliance with Section 422 of the Zoning Ordinance regarding outdoor products display. No cars for sale may be placed in the adjoining road rights-of-way.

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2017.**

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 2017-06, 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: _____



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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: _____

Regulation to which you are requesting an amendment (check applicable):

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT
☒ Signage – Complete SECTION C: SIGNAGE AMENDMENT
☒ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
☐ Other: _____

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 41-0119-032-04-00
(Include all affected parcels)

Street Address: Highway 17 & Wesley Road

City / State / Zip Code: Murrells Inlet, SC 29576

Lot / Block / Number: Tracts 2A, 2B

Existing Use: Planned Development / Residential

Proposed Use: General Commercial

Commercial Acreage: _____ Residential Acreage: _____

Property Owner of Record:

Name: Frank Thies, III - Wachesaw, LLC

Address: 514 Providence Road

City/ State/ Zip Code: Charlotte, NC 28207

Telephone/Fax: 864-542-7409

E-Mail: fthies@me.com Icloud.com

Signature of Owner / Date: Frank R. Thies, III 11-7-16

Contact Information:

Name: Frank Thies, III - Wachesaw, LLC

Address: 514 Providence Road, Charlotte, NC 28207

Phone / E-Mail: fthies@me.com Icloud.com

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

Agent of Owner:

Name: Daniel W. Stacy, Jr. - Owner & Stacy, P.A.

Address: 90 Wall Street, Unit B

City / State / Zip Code: Pawleys Island, SC 29585

Telephone/Fax: 843-235-6747 / 843-235-6650

E-Mail: dstacy@ownerandstacy.com

Signature of Agent/ Date: DW Stacy 11-7-16

Signature of Owner / Date: _____

Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.

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 addressed with name of 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 were addressed to 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 any 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 will 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.

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. _____

- Do these conditions exists on other properties else where in the PD? _____

- Amending this portion of the text will not cause undue hardship on adjacent property owners. _____

Submittal requirements: 12 copies of 11 x 17 plans

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)

SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: Section 4 of the Planned Development needs

amendment to allow for automobile sales, retail and wholesale, including parking

vehicles for sale on the site, and restaurant use.





Reason for amendment request: _____

Submittal requirements:

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).

Low Country PD
Property Location
AMPD 11-16-17111

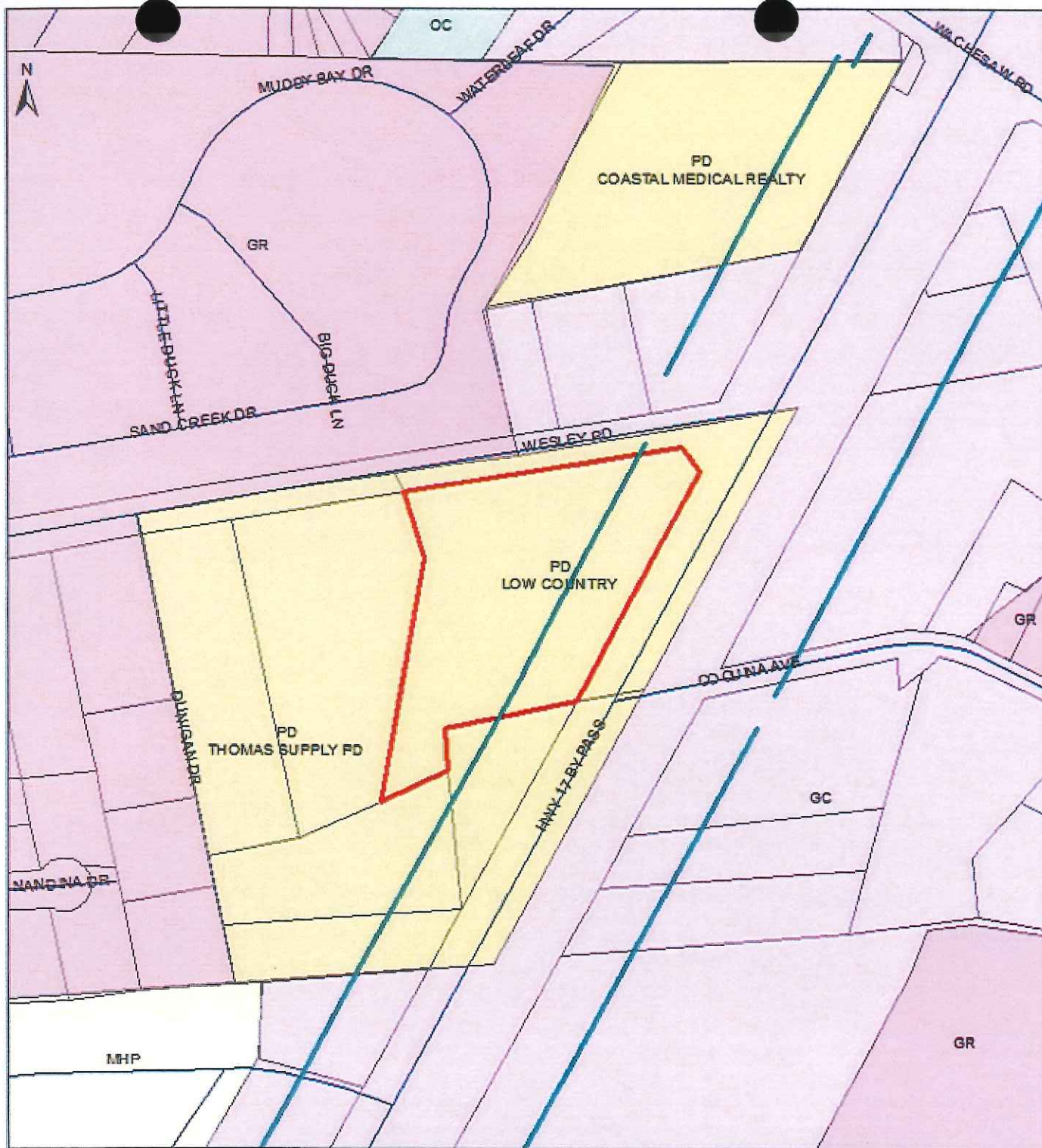
Legend

-  90' SETBACK (Hwy 17)
-  Low Country PD
-  Parcels
-  Streets

0 70 140 280 420 560 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.





Low Country PD Property Zoning AMPD 11-16-17111

Legend

90' SETBACK (Hwy 17)

Low Country PD

Parcels

Streets

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

H

U

MHP

MR10

NC

OC

PA

PD

R1

R1/2AC

R10

R1AC

R2

R3/4AC

RS

RC

RG

RR

RS

RVC

VC

VR10





0 70 140 280 420 560 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.

Low Country PD
Property Aerial
AMPD 11-16-17111



Legend

-  90' SETBACK (Hwy 17)
-  Low Country PD
-  Parcels
-  Streets

0 70 140 280 420 560 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 Dan Stacy of Oxner and Stacy as agent for Frank Thies to amend the Low Country Planned Development to add to the list of permitted uses. The property is located at the intersection of Wesley Road and Highway 17 Bypass in Murrells Inlet. TMS# 41-0119-032-04-00. Case Number AMPD 11-16-17111.

The Planning Commission will be reviewing this request on **Thursday, January 19, 2017 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: csargent@gtcounty.org

Item Number: 12.a
Meeting Date: 2/28/2017
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-17 - An amendment to Article VI, Requirements By District, Section 628 Forest Agriculture/Commercial (FA/C) of the Zoning Ordinance to include truck parking and maintenance as a conditional use.

CURRENT STATUS:

At the January meeting, the Commission reviewed a request to rezone a portion of a tract from R1 AC (One-Acre Residential) to General Commercial (GC) to allow for a truck parking and maintenance area. The Commission voted unanimously to defer the request so that staff could work with the applicant on an alternate zoning district that might better suit the proposed use.

POINTS TO CONSIDER:

1. The Forest Agriculture/Commercial District was created when the western portion of the County was zoned as a way to allow for limited commercial uses typically found in more rural areas that do not conflict with agricultural uses. The intent of the district as listed in the Zoning Ordinance is to be "utilized and reserved for agriculture, forestry and identified commercial uses." A welding shop is one example of a conditional use currently allowed in FA/C with certain limitations that is not allowed in the other FA districts.
2. Areas used for the parking and maintenance of trucks and other large equipment could potentially have negative effects on surrounding property owners. Staff proposed including retaining a vegetative buffer around the perimeter of the site or creating a Level 3 buffer if one does not already exist as well as requiring a separation of at least 100 feet from any dwelling, church, school or public park.
3. Any maintenance type work to be done on the equipment should be done in an enclosed structure. This is similar to the requirement for garages for motor vehicle repairs in the General Commercial district. Staff also proposed imposing a limit of 6,000 square feet for any such structure to prohibit large scale, more industrial type repair facilities.
4. The only existing FA/C district includes two tracts located off Big Dam Swamp Drive close to the Williamsburg County line. Any other areas proposing to utilize this particular use would need to apply to rezone to FA/C.
5. Staff recommended approving the text amendment to include this use. The Planning Commission held a public hearing on this issue at their February 16, 2017 meeting. No one came forward to speak. After some discussion with staff, the Commission voted 5 to 0 to recommend approval for the proposed text change to the FA/C zoning district with the condition that the word "truck" be changed to "vehicle" and that the words "excluding junkyards" be added.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 2017-07 Amendment to Zoning Ordinance re truck maintenance	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2017-07

AN AMENDMENT TO ARTICLE VI, SECTION 628, FOREST AGRICULTURE/COMMERCIAL (FA/C) OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY TO INCLUDE TRUCK MAINTENANCE AND PARKING AREAS AS A CONDITIONAL USE

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

To amend to Article VI, Requirements By District, Section 628, Forest Agriculture/Commercial (FA/C) of the Zoning Ordinance to add truck maintenance and parking areas as a conditional use.

628.213 Vehicle maintenance and parking areas, provided that:

- 628.2131 A 20 foot wide vegetative buffer to be maintained around the developed parking area. If there is no existing vegetation, a Level 3 buffer will be required around the parking area perimeter;**
- 628.2132 All maintenance for vehicles and other equipment will take place in an enclosed structure. Such structure shall not exceed 6,000 square feet;**
- 628.2133 The parcel to be utilized contains a minimum of three acres.**
- 628.2134 The designated vehicle parking area and any enclosure will be located a minimum of 100 feet from any dwelling, church, school or public park.**

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2017.

Johnny Morant
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 2017-07, 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: _____

Item Number: 12.b
Meeting Date: 2/28/2017
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-08 - To rezone approximately three acres of a 48 acre tract located on David Ray Road (TMS #02-1006-025-00-00) from Residential One Acre (R-1) to Forest Agriculture/Commercial (FA/C).

CURRENT STATUS:

A request from William C. Morris as agent for Michael Kolczak to rezone a portion of a 48 acre tract from Residential One Acre (R-1) to Forest Agriculture/Commercial (FA/C). The property is located on the southwest side of David Ray Drive approximately 925 feet south of Haven Drive. Portion of TMS #02-1006-025-00-00. Case Number REZ 11-16-17146.

The parcel is currently zoned Residential One Acre (R-1) and is part of a larger vacant, wooded tract. Last month, the Commission deferred a request to rezone this parcel to General Commercial (GC).

POINTS TO CONSIDER:

1. The site is a three-acre portion of a 48 acre tract located on the west side of David W. Ray Drive, just south of the Green Acres Mobile Home Park. The portion proposed for rezoning is located at the southern end of the tract.
2. The parcel proposed for rezoning is bordered by R1 Acre and a mobile home park designation to the north, FA zoning to the east, R1 Acre zoning to the west and the Crowne Pointe Planned Development to the south. Surrounding properties are mostly vacant with the exception of the mobile homes to the north. The Crowne Point master plan for this area indicates single family residential development.
3. The site is not adjacent to another commercial zoning district. The closest General Commercial area is located approximately .6 miles away at the intersection of David W. Ray Drive and North Fraser Street. There is another commercial area fronting on North Fraser Street located to the rear of the mobile home park about .4 miles away. The proposed three-acre site is large enough so that spot-zoning should not be an issue.
4. The proposed new parcel would require a minimum of one-acre with a minimum lot width of 100 feet for the FA/C district. The proposed use would require a minimum of three acres based on the current text change amendment being proposed for this district.
5. The applicant indicated a proposed truck maintenance and parking area for the site. Staff felt that the FA/C zoning district might be more appropriate for this use. The FA/C district was created

when the western portion of the County was zoned as a way to allow for limited commercial uses typically found in more rural areas that do not conflict with agricultural uses.

6. Council is currently also reviewing a proposed text change to add truck maintenance/parking areas to the FA/C district with conditions. One of the conditions being recommended is that the proposed use would require a three acre parcel.

7. The Georgetown County FLU Map designates this area as medium density residential; therefore, it is not compatible with the proposed zoning. This discrepancy should be addressed during the upcoming land use update.

8. Staff recommended approval for the rezoning request if an amendment to the FA/C district to allow the proposed use was also recommended. The Planning Commission voted 5 to 0 to recommend approval for a proposed text change to allow vehicle maintenance/parking areas as a conditional use in FA/C. At the same meeting, a public hearing was held regarding the proposed rezoning from R1 to FA/C. No one spoke except for the applicant. The Commission voted 5 to 0 to recommend approval for the rezoning.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve rezoning 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. 2017-08 - To rezone a 3 acre tract on David Ray Road to FA/C	Ordinance
▣ Kolczak rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2017-08

AN ORDINANCE TO REZONE APPROXIMATELY THREE ACRES OF A FORTY EIGHT ACRE PARCEL OF LAND LOCATED ON DAVID RAY ROAD, FURTHER IDENTIFIED AS TAX PARCEL 02-1006-025-00-00, FROM RESIDENTIAL ONE ACRE (R-1) TO FOREST AND AGRICULTURE/COMMERCIAL (FA/C)

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT APPROXIMATELY THREE ACRES OF TAX PARCEL 02-1006-025-00-00, LOCATED AT THE SOUTHEAST CORNER OF THE PARCEL FRONTING DAVID RAY ROAD, BE REZONED FROM ONE ACRE RESIDENTIAL (R-1) TO FOREST AND AGRICULTURE/COMMERCIAL (FA/C) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2017.

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 2017-08, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



17146

129 Screven St. Suite 222
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: 02-1006-025-00-00

Street Address: DAVID W. RAY DRIVE

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 48 acres total

Plat Book / Page: _____

Current Zoning Classification: R1

Proposed Zoning Classification: ~~SC~~ FA/C per attached email JB.

Property Owner of Record:

Name: Michael Kolczak, Personally and as Trustee of Margarette S. Small Bewcastle Trust
Address: 6833 Silver Dollar Court
City/ State/ Zip Code: Timnath, CO 80547
Telephone/Fax Numbers: 970.672.0800
E-mail: makolczak@gmail.com

Signature of Owner / Date: [Signature], 11-7-16

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: William C. Morris - BIC
Address: 171 Seminole Lane
City / State / Zip Code: Georgetown SC 29440
Telephone/Fax: 843 - 325 - 5307
E-mail: WCMORRISREALESTATE@G-MAIL.COM
Signature of Agent/ Date: William C. Morris 11/3/2016

Signature of Property Owner: [Signature]

Contact Information:

Name: Same
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.

Truck parking area

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.

Judy Blankenship

From: Boyd Johnson
Sent: Thursday, January 26, 2017 12:51 PM
To: Holly Richardson; Judy Blankenship
Subject: FW: Kolczak rezoning
Attachments: Staff Report.doc; ATT00004.htm

Sent from [Mail](#) for Windows 10

From: [Bill Floyd Services](#)
Sent: Wednesday, January 25, 2017 2:30 PM
To: [Boyd Johnson](#)
Subject: FW: Kolczak rezoning

Boyd,

If possible I would like to change my request on the rezoning on the piece of property on David W Ray. I would like to change my request from GC to FAC.

Thank you for considering this request.

Bill Floyd

From: Holly Richardson <hrichardson@gtcounty.org>
Date: January 18, 2017 at 12:01:32 PM EST
To: "'wcmorrisrealestate@gmail.com'" <wcmorrisrealestate@gmail.com>
Subject: Kolczak rezoning

Mr. Morris,

Attached please find our staff report for the proposed rezoning on David Ray Drive. Please let me know if you have any questions. The Planning Commission will hear this request at their meeting on 1/19 at 5:30 PM in the old courthouse. There will be a sign up sheet available for public comment.

Holly Richardson, AICP
Chief Planner
Georgetown County Planning and Code Enforcement
129 Screven Street
Georgetown, SC 29440
843-545-3254 (W)
843-545-3299 (F)
hrichardson@gtcounty.org

Michael Kolczak
Property Location
REZ 11-16-17146

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

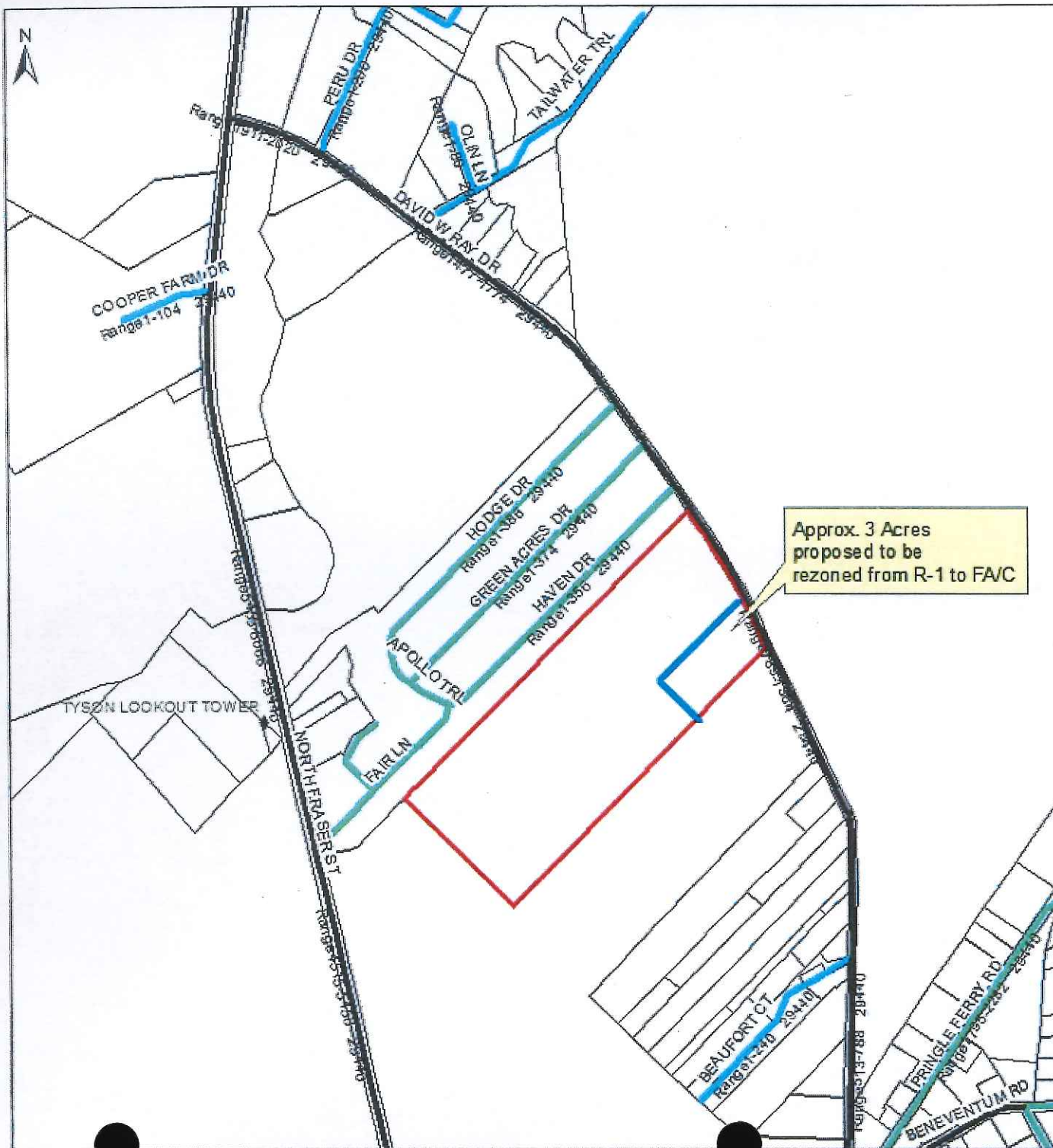
□ Michael Kolczak

□ Lot Lines

— Railroads

◆ Landmarks

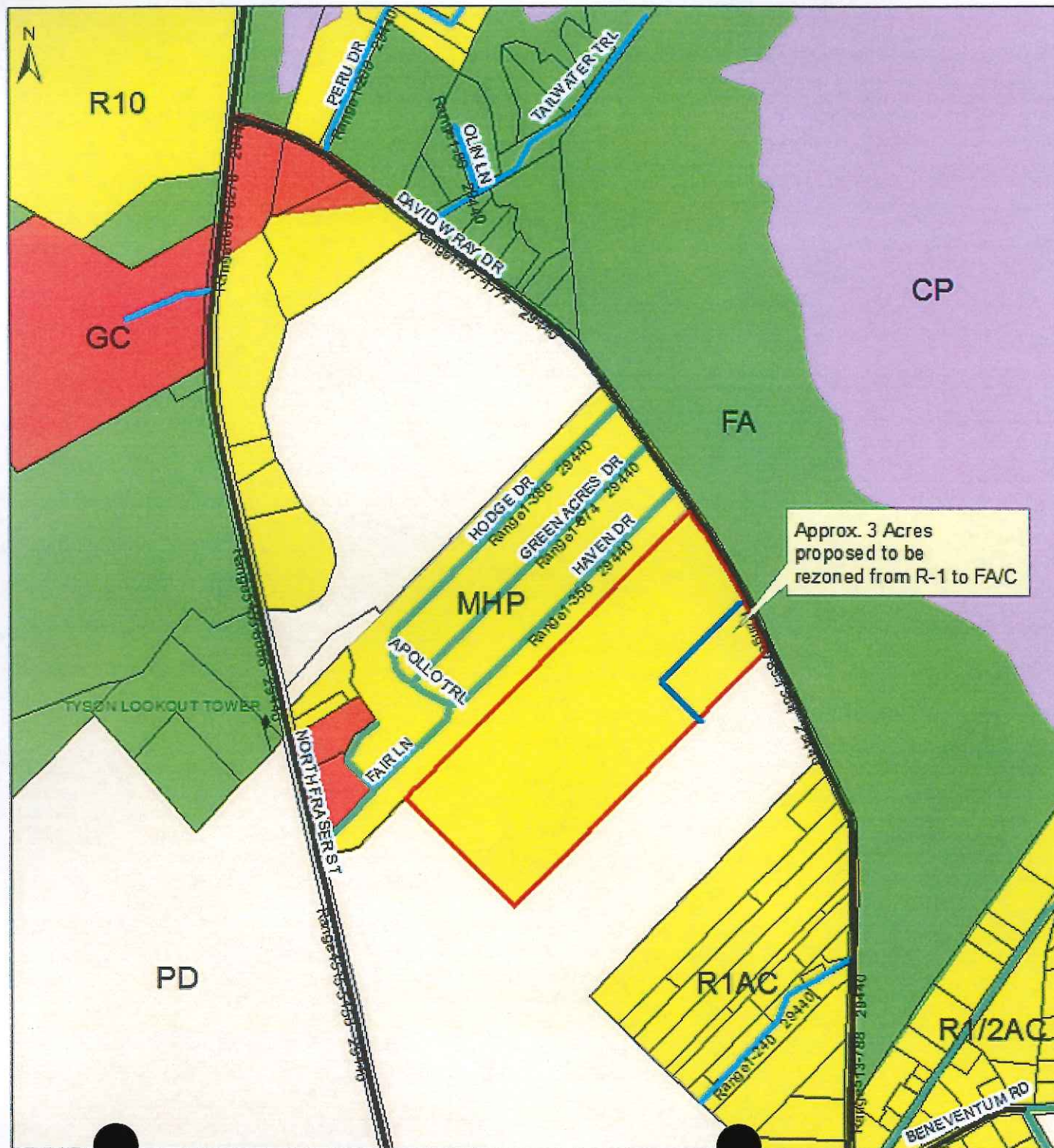
□ Municipalities



0 280 560 1,120 1,680 2,240 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.

Michael Kolczak Property Zoning REZ 11-16-17146



Legend

Streets

Not other values

Maintained By

County

Private

State

Michael Kolczak

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

GC

MHP

PD

R1

R1/2AC

R1AC

R1C

R1D

R1E

R1F

R1G

R1H

R1I

R1J

R1K

R1L

R1M

R1N

R1O

R1P

R1Q

R1R

R1S

R1T

R1U

R1V

R1W

R1X

R1Y

R1Z

R1AA

R1AB

R1AC

R1AD

R1AE

R1AF

R1AG

R1AH

0 280 560 1,120 1,680 2,240 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.

Michael Kolczak
Property FLU
REZ 11-16-17146

Legend

Streets

— <all other values>

Maintained By

County

Private

State

Michael Kolczak

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

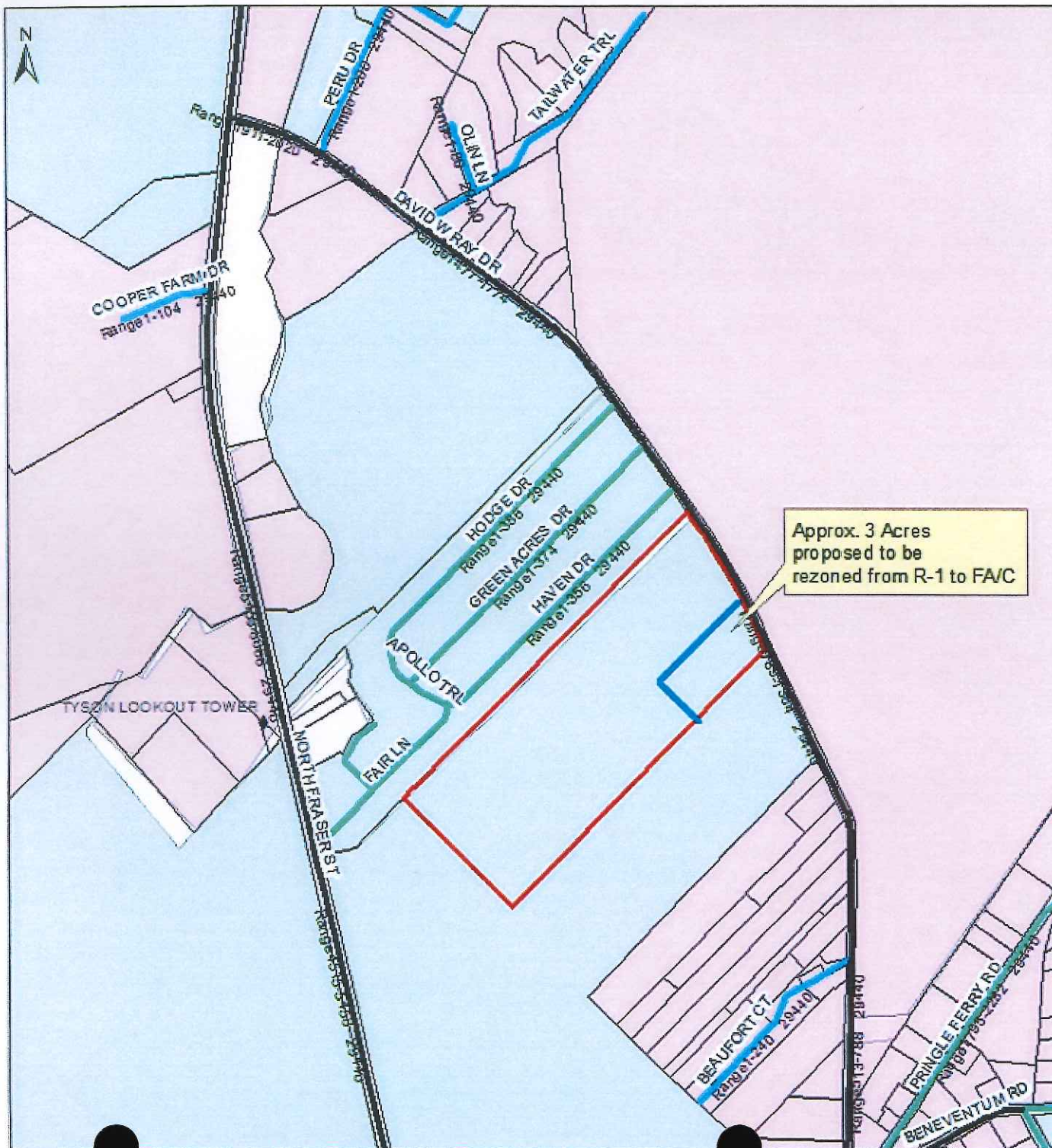
TOWN OF PI

TRANSITIONAL

Municipalities

0 280 560 1,120 1,680 2,240 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





Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Michael Kolczak

□ Lot Lines

— Railroads

◆ Landmarks

2014 Imagery (Color)

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

— Municipalities

0 280 560 1,120 1,680 2,240 Feet

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NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from William C. Morris as agent for Michael Kolczak to rezone a portion of a 48 acre tract from Residential One Acre (R-1) to Forest Agriculture/Commercial (FA/C). The property is located on the southwest side of David Ray Drive approximately 925 feet south of Haven Drive. Portion of TMS# 02-1006-025-00-00. Case Number REZ 11-16-17146.

The Planning Commission will be reviewing this request on **Thursday, February 16, 2017 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: csargent@gtcounty.org