

**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

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**June 26, 2018**

**5:30 PM**

**County Council Chambers**

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**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 - June 14, 2018**
- 6. CONSENT AGENDA**
  - 6.a Procurement 18-045, Cooperative Purchase of Access Control and CCTV Systems and Services**
  - 6.b Bid #18-041, Construction of Georgetown County Class III Landfill Cells 8-12 and Class II landfill Closure Project V**
  - 6.c Procurement #17-108, Task Order 1, Professional Engineering Services for Construction of Georgetown County Class III Landfill Cells 8-12**
  - 6.d Procurement #17-108, Task Order 2, Professional Engineering Services - Construction for Georgetown County Class Two Landfill Closure Project**
- 7. PUBLIC HEARINGS**
  - 7.a Ordinance No. 2018-16 - An Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina.**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**

**10. THIRD READING OF ORDINANCES**

- 10.a Ordinance No. 2018-12 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2018, and Ending June 30, 2019; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.**
- 10.b Ordinance No. 2018-16 - An Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina.**

**11. SECOND READING OF ORDINANCES**

- 11.a ORDINANCE NO. 2018-18 - AN ORDINANCE TO AMEND ORDINANCE NO. 2006-100 (AS AMENDED) PREVIOUSLY ADOPTED BY THE GEORGETOWN COUNTY COUNCIL TO ESTABLISH A UNIFORM SERVICE CHARGE FOR MOTORIZED VEHICLE USERS OF THE COUNTY ROADS OF GEORGETOWN COUNTY, SOUTH CAROLINA**

**12. FIRST READING OF ORDINANCES**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

- 14.a Bid #18-048, Property Title Search and Abstraction Services**
- 14.b PROCUREMENT #17-092 ANDREWS REGIONAL RECREATION CENTER**

**15. REPORTS TO COUNCIL**

- 15.a Tourism Management Commission - Annual Marketing Budget**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

- 16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD. - Deferred pending internal review by County Attorney.**
- 16.b ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.**
- 16.c ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE**

**FOREGOING.**

**16.d ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING  
PARKING REGULATIONS FOR THE MURRELLS INLET BOAT  
LANDING AND PARKING AREA AND PROVIDING FOR THE  
ENFORCEMENT THEREOF.**

**16.e Ordinance No. 2018-17 - An Ordinance to amend Ordinance No.  
2000-23 pertaining to Traffic on Sidewalks and Bike Paths in  
Georgetown County.**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

**18. OPEN SESSION**

**19. ADJOURNMENT**

Item Number: 5.a  
Meeting Date: 6/26/2018  
Item Type: APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**  
Regular Council Session -June 14, 2018

**CURRENT STATUS:**  
Pending

**POINTS TO CONSIDER:**  
n/a

**FINANCIAL IMPACT:**  
n/a

**OPTIONS:**  
1. Approval of minutes as submitted.  
2. Offer amendments.

**STAFF RECOMMENDATIONS:**  
Recommendation for approval of minutes as submitted.

**ATTACHMENTS:**

| Description               | Type            |
|---------------------------|-----------------|
| ▣ DRAFT Minutes - 6/14/18 | Backup Material |



Georgetown County Council held a Regular Council Session on Thursday, June 14, 2018, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:       Everett Carolina                   Lillie Jean Johnson  
                  Ron Charlton                   John Thomas  
                  Steve Goggans

Staff:           Jackie Broach                   Sel Hemingway  
                  Theresa E. Floyd

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.

Councilmember Ron Charlton chaired the meeting in the absence of Chairman Johnny Morant and Vice Chairman Austin Beard. He called the meeting to order, gave an invocation, and all joined in the pledge of allegiance.

**APPROVAL OF AGENDA:**

Councilmember John Thomas moved for approval of the meeting agenda. Councilmember Lillie Jean Johnson seconded the motion. Upon a call for discussion on the motion, there was none.

In favor:       Everett Carolina                   Lillie Jean Johnson  
                  Ron Charlton                   John Thomas  
                  Steve Goggans

**PUBLIC COMMENTS:**

There were no public comments.

**MINUTES:**

Regular Council Session – May 22, 2018

Councilmember Everett Carolina moved to approve the minutes of the May 22, 2018 meeting. Councilmember John Thomas seconded the motion. Chairman Charlton called for discussion on the motion, and there was none.

In favor:       Everett Carolina                   Lillie Jean Johnson  
                  Ron Charlton                   John Thomas  
                  Steve Goggans

**CONSENT AGENDA:**

The following reports, included on the Consent Agenda, were approved previously during the meeting:

Ordinance No. 2018-14 - An Ordinance to rezone a one-half acre parcel located on Tupelo Road, 200 feet west of Berkeley Court in Murrells Inlet from Forest and Agriculture (FA) to One-half Acre Residential (R1/2 AC) – Third reading.

Ordinance No. 2018-15 – An Ordinance to rezone 8.5 acres located on Martin Luther King Road approximately 1500 feet west of Petigru Drive in Pawleys Island from One-half Acre Residential (R1/2 AC) to 10,000 Square Feet Residential (R-10) – Third reading.

Bid # 18-030, Clothing and Fabric Recycling Services – County Council voted to accept a recommendation from Green Zone Recycling, LLC for fabric and clothing collection, transportation and recycling.

Bid #18-034, Sale of Scrap Metal – County Council voted to accept a recommendation of Zero Waste Recycling for scrap metal collection, transportation and recycling.

Contract #16-098, Change Order #1 – County Council approved Change Order #1, in the amount of \$154,859.01, to a contract with Stone Construction Company for roadway improvements to the Big Dam Swamp Community Fire Station access road.

911 Consoles/Equip Maintenance/Service Contract for 2018 – County Council authorized execution of a Motorola Solutions® Maintenance and Service Agreement in accordance with the agreed upon coverage, terms and fees necessary to continue uninterrupted coverage at a contract cost of \$64,745.64.

Bid #18-005, Petigru Road Improvement Project – County Council awarded a bid to Stone Construction in the amount of \$755,053.00, with an additional \$10,000.00 allowance for mucking, and authorized use of Capital Improvement Program (CIP) contingencies in the amount of \$90,371 to provide the necessary funding.

Bid #18-040, Apron Expansion Phase IV, Georgetown County Airport – County Council awarded a contract to R. H. Moore Company for Georgetown County Airport Apron Expansion in the amount of \$621,207.00; contingent upon the receipt of grant funding as outlined, and authorized use of fund balance (general fund) in the amount of \$31,060.35 for the County's match requirement.

#### **PUBLIC HEARINGS:**

##### **Ordinance No 2018-12**

A public hearing was held on Ordinance No. 2018-12 to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2018, and Ending June 30, 2019; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. No person came forward to speak in favor, or against, Ordinance No. 2018-12, and the Chairman closed the public hearing.

#### **RESOLUTIONS / PROCLAMATIONS:**

##### **Proclamation No. 2018-17**

Councilmember Lillie Jean Johnson moved for the adoption of Proclamation No. 2018-17 to proclaim June 24-30, 2018 as “Mosquito Control Awareness Week” in Georgetown County. Councilmember John Thomas seconded the motion. There was no discussion following the motion.

In favor:        Everett Carolina  
                      Ron Charlton  
                      Steve Goggans

Lillie Jean Johnson  
John Thomas

Resolution No. 2018-18

Councilmember Steve Goggans moved for adoption of Resolution No. 2018-18 supporting submission of an application to the South Carolina Department of Transportation (SCDOT) for Mass Transit Funding to support transportation to Sandy Island utilizing the Georgetown County School District school bus boat. Councilmember John Thomas seconded the motion. There was no discussion on the motion.

|           |                  |                     |
|-----------|------------------|---------------------|
| In favor: | Everett Carolina | Lillie Jean Johnson |
|           | Ron Charlton     | John Thomas         |
|           | Steve Goggans    |                     |

**ORDINANCES-Third Reading**

No reports.

**ORDINANCES-Second Reading:**

Ordinance No. 2018-12

Following a presentation on the FY19 Annual Budget from County Administrator, Sel Hemingway, and County Finance Director, Scott Proctor, a motion was made by Councilmember John Thomas for second reading approval of Ordinance No. 2018-12, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2018, and Ending June 30, 2019; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. Councilmember Everett Carolina offered a second.

Councilmember John Thomas moved to amend Ordinance No. 2018-12 in order to incorporate proposed text, as the ordinance was introduced by title only. Councilmember Everett Carolina offered a second on the amended motion. No discussion followed.

|           |                  |                     |
|-----------|------------------|---------------------|
| In favor: | Everett Carolina | Lillie Jean Johnson |
|           | Ron Charlton     | John Thomas         |
|           | Steve Goggans    |                     |

The vote on the main motion was as follows:

|           |                  |                     |
|-----------|------------------|---------------------|
| In favor: | Everett Carolina | Lillie Jean Johnson |
|           | Ron Charlton     | John Thomas         |
|           | Steve Goggans    |                     |

Ordinance No. 2018-16

Councilmember John Thomas moved for second reading of Ordinance No. 2018-16, an Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina. Councilmember Lillie Jean Johnson seconded the motion.

Councilmember John Thomas moved to amend Ordinance No. 2018-16, to incorporate proposed text, as the ordinance was introduced by title only. Councilmember Lillie Jean Johnson seconded the amended motion.

|           |                  |                     |
|-----------|------------------|---------------------|
| In favor: | Everett Carolina | Lillie Jean Johnson |
|           | Ron Charlton     | John Thomas         |
|           | Steve Goggans    |                     |

The vote on the main motion was as follows:

|           |                  |                     |
|-----------|------------------|---------------------|
| In favor: | Everett Carolina | Lillie Jean Johnson |
|           | Ron Charlton     | John Thomas         |
|           | Steve Goggans    |                     |

**ORDINANCES-First Reading:**

Ordinance No. 2018-18 – An Ordinance to amend Ordinance No. 2006-100 (as amended) previously adopted by the Georgetown County Council to establish a Uniform Service Charge for Motorized Vehicle Users of the County Roads of Georgetown County, South Carolina.

**BIDS:**

No reports.

**REPORTS TO COUNCIL:**

No reports.

**DEFERRED:**

Ordinance No. 2017-23

Pending further review by the County Attorney, County Council deferred action on Ordinance No. 2017-23, a proposed amendment to the Pawleys Plantation Planned Development pursuant to legal questions pertaining to the application as submitted by the Pawleys Plantation Property Owners Association.

Ordinance No. 2018-07

County Council deferred action on Ordinance No. 2018-07, an Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and Between Georgetown County, South Carolina, and Liberty Steel Georgetown, Inc. with Respect to Certain Economic Development Property in the County, Whereby Such Property will be Subject to Certain Payments in Lieu of Taxes; and Other Matters Relating Thereto.

Ordinance No. 2018-08

County Council deferred action on Ordinance No. 2018-08, an Ordinance of Georgetown County, South Carolina Approving an Agreement for Development of a Joint-County Industrial Park By and Between Georgetown County, South Carolina, and Williamsburg County, South Carolina; and Other Matters Relating to the foregoing.

Ordinance No. 2018-09

County Council deferred action on Ordinance No. 2018-09, an Ordinance Establishing Parking Regulations for the Murrells Inlet Boat Landing and Parking Area, and providing for the Enforcement Thereof.

Ordinance No. 2018-17

County Council deferred action on Ordinance No. 2018-17, an Ordinance to amend Ordinance No. 2000-23 pertaining to Traffic on Sidewalks and Bike Paths in Georgetown County.

**EXECUTIVE SESSION:**

No reports.

Chairman Charlton called for further business to come before County Council. Hearing none, he adjourned the meeting at 6:24 PM.

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Date

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Clerk to Council

**Item Number:** 6.a  
**Meeting Date:** 6/26/2018  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Emergency Services

**ISSUE UNDER CONSIDERATION:**

Procurement 18-045, Cooperative Purchase of Access Control and CCTV Systems and Services for Various Fire/EMS Stations

**CURRENT STATUS:**

The Emergency Services Department wishes to purchase/install access control and CCTV systems at various Georgetown County Fire/EMS stations in Fire District 1 (Georgetown County Fire/EMS) and Fire District 2 (Midway Fire Rescue).

**POINTS TO CONSIDER:**

- 1) Georgetown County Fire/EMS and Midway Fire Rescue would like to purchase/install the access control and CCTV systems for better security and safety at various Fire/EMS Stations.
- 2) County staff after much research identified a system that would meet the current and future needs within the budgeted funds available and with a local presence for support and service. The research revealed that Johnson Controls, Inc. is capable of providing the hardware and systems needed under a competitively awarded cooperative pricing agreement with the National Joint Powers Alliance (NJPA). The County is a NJPA participant.
- 3) Items cited on the quote are products and services on the SimplexGrinnell NJPA contract 031517. Please see the Johnson Controls Quotation Reference #217414354 for the complete/detailed list of products and services being requested to purchase.
- 4) Additionally, the County has an Indefinite Delivery, Indefinite Quantity (IDIQ) agreement directly with SimplexGrinnell, a Division of Johnson Controls, that can be used as an umbrella for sourcing parts and maintenance.
- 5) Other County facilities currently use the same access control system or are on the SimplexGrinnell/Johnson Control Project Installation list. These facilities include: Judicial Center, Sheriff's Office, Registration & Elections, Beck Recreation Center, ES/EMD/EOC/911, Litchfield Exchange, Historic Courthouse and the Detention Center.

**FINANCIAL IMPACT:**

This project is budgeted in the County's Capital Improvement Plan (CIP), G/L numbers 79035-6006-50705 and 79035-6006-50707. This project is fully funded.

**OPTIONS:**

- 1) Award a Sales & Service Agreement (SSA), Task Order, and Purchase Order to Johnson Controls, Inc. based upon Quotation Reference #217414354 under the SimplexGrinnell NJPA contract 031517, for \$86,440.00 net selling price plus an estimated sales tax of \$6,050.80 for a total of \$92,490.80. This quote includes all installation material and labor, technician, and project management labor.
- 2) Decline to award the SSA, Task Order and Purchase Order.

**STAFF RECOMMENDATIONS:**

Award a Sales & Service Agreement (SSA), Task Order and Purchase Order to Johnson Controls, Inc. based upon Quotation Reference #217414354 under the SimplexGrinnell NJPA contract 031517, for \$86,440.00 net selling price plus an estimated sales tax of \$6,050.80 for a total of \$92,490.80. This quote includes all installation material and labor, technician, and project management labor.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

| Description   | Type       |
|---|------------|
| ▣ 18-045 PSA form for Access Control & CCTV Systems | Cover Memo |
| ▣ Johnson Controls QUOTE                            | Cover Memo |
| ▣ Johnson Controls TASK ORDER                       | Cover Memo |
| ▣ Recommendation for Johnson Controls               | Cover Memo |
| ▣ Johnson Controls DRAFT PO 2018-00000636           | Cover Memo |



Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 18-045

**Procurement for:** CIP Access & CCTV Systems for Various Fire/EMS Stations

**Department:** Emergency Services - GC Fire/EMS & Midway Fire Rescue

**Budgeted:** ☒ YES ☐ NO

**Budgeted/Estimated Cost:** \$92,490.80

**FY** 18

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

☐ Cash Purchase

☐ Other:

| Funding Source Location |                |
|-------------------------|----------------|
| G/L Account Number      | Funding Amount |
| 79035.6006 50705        | \$56,672.55    |
| 79035.6006 50707        | \$35,818.25    |
|                         |                |

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

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

**Grant Approval Attached :** ☐ YES ☒ NO

Don E. Evans  
Department Director/Elected Official

5/31/18

Date

Shirley G. Packett  
Purchasing

6/1/18  
Date

Scott C. Proctor  
Finance Director

Date

6/1/18

[Signature]  
County Administrator

Date

6/4/18





1578 Dividend Loop  
MYRTLE BEACH, SC 29577-7349  
(843) 839 0800  
FAX: (843) 839 9231

## Johnson Controls Quotation

TO:  
Georgetown County  
PO Box 421270  
ATTN: Accounts Payable  
GEORGETOWN, SC 29442-1270

Project: Georgetown County Fire Station  
Customer Reference:  
Johnson Controls Reference: 217414354  
Date: 05/31/2018  
Page 1 of 11

Items cited on this quote are products and services on the SimplexGrinnell NJPA contract  
**031517**

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

### Access Control

| QTY   | MODEL NUMBER   | DESCRIPTION                   | UNIT PRICE | EXT. PRICE |
|---|----------------|-------------------------------|------------|------------|
| <b>High Market Station AC System</b>                  |                |                               |            |            |
| High Market Station AC                                |                |                               |            |            |
| 1   | ESTAR004-RM    | ISTAR EDGE 4 RDRS W/ ENCLOSU  | 1,305.09   | 1,305.09   |
| 1   | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT  | 228.36     | 228.36     |
| 1   | BT12/4         | 12VDC 4AH LEAD ACID BATTERY   | 16.21      | 16.21      |
| 4   | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV | 140.47     | 561.88     |
| 4   | DS151I         | REQUEST TO EXIT SNSR BLK- ROH | 57.40      | 229.60     |
| 4   | HE-100630510   | HES 1006 ELEC STRIKE W/LBM    | 342.79     | 1,371.16   |
| 1   | DPIM           | INSTALLATION MATERIALS-CABLE  | 1,013.28   | 1,013.28   |
| Technical Services - High Market Station AC System    |                |                               |            |            |
| 24  | TECH LAB       | TECHNICAL SERVICE             | 78.35      | 1,880.40   |
| Installation Services - High Market Station AC System |                |                               |            |            |
| 44  | INST LAB       | INSTALLATION LABOR            | 55.67      | 2,449.48   |
| Professional Services - High Market Station AC System |                |                               |            |            |
| 2   | PM LAB         | PROJECT/CONSTRUCTION MGMT     | 98.77      | 197.54     |

**Net selling price for High Market Station AC System, \$9,253.00**

### Debordieu Station AC System

|                      |                |                                |        |        |
|----------------------|----------------|--------------------------------|--------|--------|
| Debordieu Station AC |                |                                |        |        |
| 1                    | ESTAR002       | ISTAR EDGE 2 RDR W/ENCL        | 815.58 | 815.58 |
| 1                    | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT   | 228.35 | 228.35 |
| 1                    | BT12/4         | 12VDC 4AH LEAD ACID BATTERY    | 16.21  | 16.21  |
| 2                    | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV  | 140.46 | 280.92 |
| 2                    | DS151I         | REQUEST TO EXIT SNSR BLK- ROH  | 57.40  | 114.80 |
| 2                    | 1078CW-G-SS    | REC STEEL DOOR CONT W/WIRE LEA | 7.08   | 14.16  |

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



Project: Georgetown County Fire Station  
 Customer Reference:  
 Johnson Controls Reference: 217414354  
 Date: 05/31/2018  
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### Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION   | UNIT PRICE | EXT. PRICE |
|-----|--------------|---|------------|------------|
| 1   | HE-100630510 | HES 1006 ELEC STRIKE W/LBM                          | 342.77     | 342.77     |
| 1   | 2011TJ20     | SGL LOCK - INSWING                                  | 256.68     | 256.68     |
| 1   | EEB2         | EMERGENCY EXIT BUTTON/TIMER                         | 69.98      | 69.98      |
| 1   | DPIM         | INSTALLATION MATERIALS & CABLE                      | 823.25     | 823.25     |
|     |              | Professional Services - Debordieu Station AC System |            |            |
| 2   | PM LAB       | PROJECT/CONSTRUCTION MGMT                           | 98.77      | 197.54     |
|     |              | Technical Services - Debordieu Station AC System    |            |            |
| 20  | TECH LAB     | TECHNICAL SERVICE                                   | 78.35      | 1,567.00   |
|     |              | Installation Services - Debordieu Station AC System |            |            |
| 28  | INST LAB     | INSTALLATION LABOR                                  | 55.67      | 1,558.76   |

**Net selling price for Debordieu Station AC System, \$6,286.00**

#### Beaumont Station AC System

|    |                 |  |          |          |
|----|-----------------|--|----------|----------|
|    |                 | Beaumont Station AC                                |          |          |
| 1  | USTAR008-SE-NPS | ISTAR ULTRA SE,8 READER,ENCL,N                     | 3,350.37 | 3,350.37 |
| 1  | AL600ULM        | AL600ULX W/MOM5 MULTI-OUTPUT                       | 228.37   | 228.37   |
| 1  | BT12/4          | 12VDC 4AH LEAD ACID BATTERY                        | 16.21    | 16.21    |
| 4  | 920PTNNEK00000  | RDR, RP40, MULTICLASS, SE REV                      | 140.47   | 561.88   |
| 1  | 1078CW-G-SS     | REC STEEL DOOR CONT W/WIRE LEA                     | 7.08     | 7.08     |
| 3  | HE-100630510    | HES 1006 ELEC STRIKE W/LBM                         | 342.81   | 1,028.43 |
| 2  | DS151I          | REQUEST TO EXIT SNSR BLK- ROH                      | 57.41    | 114.82   |
| 1  | 2011            | SGL LOCK-OUTSWING                                  | 199.92   | 199.92   |
| 1  | EEB2            | EMERGENCY EXIT BUTTON/TIMER                        | 69.98    | 69.98    |
| 1  | DPIM            | INSTALLATION MATERIALS-CABLE                       | 1,013.34 | 1,013.34 |
|    |                 | Professional Services - Beaumont Station AC System |          |          |
| 4  | PM LAB          | PROJECT/CONSTRUCTION MGMT                          | 98.78    | 395.12   |
|    |                 | Technical Services - Beaumont Station AC System    |          |          |
| 24 | TECH LAB        | TECHNICAL SERVICE                                  | 78.36    | 1,880.64 |
|    |                 | Installation Services - Beaumont Station AC System |          |          |
| 52 | INST LAB        | INSTALLATION LABOR                                 | 55.67    | 2,894.84 |

**Net selling price for Beaumont Station AC System, \$11,761.00**

#### Midway Station AC System

|   |                 |                                |          |          |
|---|-----------------|--------------------------------|----------|----------|
|   |                 | Midway Station AC              |          |          |
| 1 | USTAR008-SE-NPS | ISTAR ULTRA SE,8 READER,ENCL,N | 3,350.02 | 3,350.02 |
| 1 | AL600ULM        | AL600ULX W/MOM5 MULTI-OUTPUT   | 228.36   | 228.36   |
| 1 | BT12/4          | 12VDC 4AH LEAD ACID BATTERY    | 16.21    | 16.21    |
| 1 | DS151I          | REQUEST TO EXIT SNSR BLK- ROH  | 57.40    | 57.40    |
| 5 | 920PTNNEK00000  | RDR, RP40, MULTICLASS, SE REV  | 140.47   | 702.35   |
| 5 | HE-100630510    | HES 1006 ELEC STRIKE W/LBM     | 342.80   | 1,714.00 |
| 1 | DPIM            | INSTALLATION MATERIALS-CABLE   | 1,139.94 | 1,139.94 |



Project: Georgetown County Fire Station  
 Customer Reference:  
 Johnson Controls Reference: 217414354  
 Date: 05/31/2018  
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### Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION   | UNIT PRICE | EXT. PRICE |
|-----|--------------|---|------------|------------|
| 4   | PM LAB       | Professional Services - Midway Station AC System<br>PROJECT/CONSTRUCTION MGMT | 98.77      | 395.08     |
| 28  | TECH LAB     | Technical Services - Midway Station AC System<br>TECHNICAL SERVICE            | 78.36      | 2,194.08   |
| 68  | INST LAB     | Installation Services - Midway Station AC System<br>INSTALLATION LABOR        | 55.67      | 3,785.56   |

**Net selling price for Midway Station AC System, \$13,583.00**

#### Access Cards

Access Control Cards

|     |            |                  |      |          |
|-----|------------|------------------|------|----------|
| 300 | 1386GLGGMH | HID ACCESS CARDS | 3.89 | 1,167.00 |
|-----|------------|------------------|------|----------|

**Net selling price for Access Cards, \$1,167.00**

#### Pleasant Hill Station AC System

Pleasant Hill Station #4 AC

|    |                |  |        |          |
|----|----------------|--|--------|----------|
| 1  | ESTAR002       | ISTAR EDGE 2 RDR W/ENCL  | 815.72 | 815.72   |
| 1  | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT   | 228.36 | 228.36   |
| 1  | BT12/4         | 12VDC 4AH LEAD ACID BATTERY  | 16.21  | 16.21    |
| 2  | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV  | 140.47 | 280.94   |
| 2  | DS151I         | REQUEST TO EXIT SNSR BLK- ROH  | 57.40  | 114.80   |
| 1  | HE-100630510   | HES 1006 ELEC STRIKE W/LBM   | 342.79 | 342.79   |
| 1  | DPIM           | INSTALLATION MATERIALS & CABLE   | 759.96 | 759.96   |
| 2  | PM LAB         | Professional Services - Pleasant Hill Station AC System<br>PROJECT/CONSTRUCTION MGMT | 98.77  | 197.54   |
| 16 | TECH LAB       | Technical Services - Pleasant Hill Station AC System<br>TECHNICAL SERVICE            | 78.35  | 1,253.60 |
| 24 | INST LAB       | Installation Services - Pleasant Hill Station AC System<br>INSTALLATION LABOR        | 55.67  | 1,336.08 |

**Net selling price for Pleasant Hill Station AC System, \$5,346.00**

#### Maryville Station AC System

Maryville Station #9 AC

|   |                |                                |        |        |
|---|----------------|--------------------------------|--------|--------|
| 1 | ESTAR002       | ISTAR EDGE 2 RDR W/ENCL        | 815.74 | 815.74 |
| 1 | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT   | 228.37 | 228.37 |
| 1 | BT12/4         | 12VDC 4AH LEAD ACID BATTERY    | 16.21  | 16.21  |
| 2 | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV  | 140.48 | 280.96 |
| 2 | DS151I         | REQUEST TO EXIT SNSR BLK- ROH  | 57.41  | 114.82 |
| 1 | HE-100630510   | HES 1006 ELEC STRIKE W/LBM     | 342.81 | 342.81 |
| 1 | DPIM           | INSTALLATION MATERIALS & CABLE | 760.01 | 760.01 |



Project: Georgetown County Fire Station  
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## Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION  | UNIT PRICE | EXT. PRICE |
|-----|--------------|--|------------|------------|
| 2   | PM LAB       | Professional Services - Maryville Station AC System<br>PROJECT/CONSTRUCTION MGMT | 98.78      | 197.56     |
| 16  | TECH LAB     | Technical Services - Maryville Station AC System<br>TECHNICAL SERVICE            | 78.36      | 1,253.76   |
| 28  | INST LAB     | Installation Services - Maryville Station AC System<br>INSTALLATION LABOR        | 55.67      | 1,558.76   |

**Net selling price for Maryville Station AC System, \$5,569.00**

**Net selling price for Access Control, \$52,965.00**

### CCTV

#### Debordieu Station CCTV System

Debordieu Station CCTV

IP CAMERAS

|    |                |   |          |          |
|----|----------------|---|----------|----------|
| 1  | IPS12FFOCWIYA  | ILLUSTRA PRO 12MP FISHEYE, IND                        | 717.00   | 717.00   |
| 1  | IPFETILTMOUNT  | ILLUSTRA PRO FISHEYE TILT MOUN                        | 38.60    | 38.60    |
| 3  | IFS03D1OCWIT   | ILLUSTRA FLEX 3MP MINI-DOME, 2                        | 386.05   | 1,158.15 |
| 3  | ADC16DPCAPIW   | illustra 600/610 Dome pendant                         | 31.99    | 95.97    |
| 3  | ADLOMARM       | WALL MNT ARM FOR NV LOOKOUT                           | 33.09    | 99.27    |
|    |                | NETWORK RECORDER / MON                                |          |          |
| 1  | EXQ-IP0406TDTL | NETWORK RECORDER IP04-06T-DT                          | 2,647.18 | 2,647.18 |
|    |                | NETWORK POE SWITCH                                    |          |          |
| 1  | JG926A#ABA     | HP 1920S-24G-POE+ SWITCH                              | 747.58   | 747.58   |
| 1  | DPIM           | INSTALLATION MATERIALS & CABLE                        | 980.43   | 980.43   |
|    |                | Professional Services - Debordieu Station CCTV System |          |          |
| 2  | PM LAB         | PROJECT/CONSTRUCTION MGMT                             | 95.57    | 191.14   |
|    |                | Technical Services - Debordieu Station CCTV System    |          |          |
| 16 | TECH LAB       | TECHNICAL SERVICE                                     | 75.81    | 1,212.96 |
|    |                | Installation Services - Debordieu Station CCTV System |          |          |
| 52 | INST LAB       | INSTALLATION LABOR                                    | 53.86    | 2,800.72 |

**Net selling price for Debordieu Station CCTV System, \$10,689.00**

#### Beaumont Station CCTV System

Beaumont Station CCTV

IP CAMERAS

|   |               |                                |        |          |
|---|---------------|--------------------------------|--------|----------|
| 2 | IPS12FFOCWIYA | ILLUSTRA PRO 12MP FISHEYE, IND | 716.96 | 1,433.92 |
| 2 | IPFETILTMOUNT | ILLUSTRA PRO FISHEYE TILT MOUN | 38.60  | 77.20    |
| 2 | IFS03D1OCWIT  | ILLUSTRA FLEX 3MP MINI-DOME, 2 | 386.04 | 772.08   |
| 2 | ADC16DPCAPIW  | illustra 600/610 Dome pendant  | 31.99  | 63.98    |



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### Johnson Controls Quotation

| QTY | MODEL NUMBER   | DESCRIPTION  | UNIT PRICE | EXT. PRICE |
|-----|----------------|--|------------|------------|
| 2   | ADLOMARM       | WALL MNT ARM FOR NV LOOKOUT  | 33.09      | 66.18      |
| 1   | EXQ-IP0406TDTL | NETWORK RECORDER / MON<br>NETWORK RECORDER IP04-06T-DT<br>NETWORK POE SWITCH | 2,647.17   | 2,647.17   |
| 1   | JG926A#ABA     | HP 1920S-24G-POE+ SWITCH   | 747.58     | 747.58     |
| 1   | DPIM           | INSTALLATION MATERIALS & CABLE   | 1,011.07   | 1,011.07   |
|     |                | Professional Services - Beaumont Station CCTV System                         |            |            |
| 2   | PM LAB         | PROJECT/CONSTRUCTION MGMT  | 95.57      | 191.14     |
|     |                | Technical Services - Beaumont Station CCTV System                            |            |            |
| 16  | TECH LAB       | TECHNICAL SERVICE  | 75.81      | 1,212.96   |
|     |                | Installation Services - Beaumont Station CCTV System                         |            |            |
| 52  | INST LAB       | INSTALLATION LABOR   | 53.86      | 2,800.72   |

**Net selling price for Beaumont Station CCTV System, \$11,024.00**

#### Midway Station CCTV System

|    |                |  |          |          |
|----|----------------|--|----------|----------|
|    |                | Midway Station CCTV<br>IP CAMERAS                  |          |          |
| 1  | IPS12FFOCWIYA  | ILLUSTRA PRO 12MP FISHEYE, IND                     | 716.96   | 716.96   |
| 1  | IPFETILTMOUNT  | ILLUSTRA PRO FISHEYE TILT MOUN                     | 38.60    | 38.60    |
| 4  | IFS03D1OCWIT   | ILLUSTRA FLEX 3MP MINI-DOME, 2                     | 386.04   | 1,544.16 |
| 4  | ADC16DPCAPIW   | illustra 600/610 Dome pendant                      | 31.99    | 127.96   |
| 4  | ADLOMARM       | WALL MNT ARM FOR NV LOOKOUT                        | 33.09    | 132.36   |
|    |                | NETWORK RECORDER / MON                             |          |          |
| 1  | EXQ-IP0406TDTL | NETWORK RECORDER IP04-06T-DT<br>NETWORK POE SWITCH | 2,647.13 | 2,647.13 |
| 1  | JG926A#ABA     | HP 1920S-24G-POE+ SWITCH                           | 747.57   | 747.57   |
| 1  | DPIM           | INSTALLATION MATERIALS & CABLE                     | 980.42   | 980.42   |
|    |                | Professional Services - Midway Station CCTV System |          |          |
| 4  | PM LAB         | PROJECT/CONSTRUCTION MGMT                          | 95.57    | 382.28   |
|    |                | Technical Services - Midway Station CCTV System    |          |          |
| 16 | TECH LAB       | TECHNICAL SERVICE                                  | 75.81    | 1,212.96 |
|    |                | Installation Services - Midway Station CCTV System |          |          |
| 60 | INST LAB       | INSTALLATION LABOR                                 | 53.86    | 3,231.60 |

**Net selling price for Midway Station CCTV System , \$11,762.00**

**Net selling price for CCTV, \$33,475.00**



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## Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|-----|--------------|-------------|------------|------------|
|-----|--------------|-------------|------------|------------|

**Total net selling price, \$86,440.00**

### Pricing Schedule: National Joint Powers Alliance

#### Comments

This quote is being provided to Joe Williamson with Georgetown County Fire for access control and CCTV solutions at County Fire Stations. The quote is broken out into a cost for each site's solution.

This quote is reflective of a NJPA pricing schedule and does not include applicable sales tax.

Georgetown County Fire/IT shall be responsible for providing the following: new workstations for CCTV solutions(if needed/required), 120 VAC power at power supplies for access control solutions along with access to the county network and/or a network drop. Additionally a lift for installation of equipment at sites where it is needed, door hardware for the storage door at the Beaumont station, and monitors for CCTV viewing shall also be provided by the customer.

The quote features a cost for (300) access control cards. Each network video recorder(NVR) provided for each station has the capability to retain stored video footage for a period of 30 days. The NVR for each site comes with 4 channel licenses. As a result no additional licenses will be required at any sites until more than 4 cameras per site are installed.

The access control portion of the quote is based on adding it onto the county's current CCURE-Softwarehouse series. In other words it will not be partitioned or separated. If it is desired to be partitioned or separated additional costs would apply.

The quote includes all SimplexGrinnell installation material and labor, technician, and project management labor. Below is a detail of the solution being provided at each site:

#### 3605 High Market Street Station

Access Control Solution only at this site. The proposed solution here includes a 4 door controller for the first (3) of the (4) locations noted below. As a result the truck bay door can be added in the future.

1. Door Upon Main Entry- Single door wood frame
2. Side Door- single door
3. Authorized Personnel door- single wood frame near main entrance
4. Truck Bay Door-Singe Door wood frame

#### Debrodieu Station

#### AC

The proposed solution here includes a 2 door controller for the 2 locations noted below.



## Johnson Controls Quotation

### Comments (continued)

1. Double Wood Frame Door-
2. Front Door

#### CCTV

The CCTV solution covers the the (4) cameras noted below.

1. For access door noted above
2. Front Door Catch Both the entrance and parking( Come out of laundry room or bathroom for install)
3. Back Side of truck parking
4. In the truck bay area

#### **Beaumont Station**

##### AC

The proposed solution here includes a 8 door controller for 3 location noted below. As a result there will be space to add (5) doors to the system in the future if desired.

1. Station 82 Door- Single Door metal frame
2. EMS Supplies- Single door wood frame
3. Storage- Single door metal frame, located near truck bay
4. Truck Bay Door

#### CCTV

The CCTV solution covers the first (3) of the (4) cameras noted below

1. Main area/Batallion
2. Side parking lot-
3. Back of Truck Bay-
4. In truck bay looking at Ladder 21

#### **Midway-Litchfield**

##### AC

The proposed solution here includes a 8 door controller for (5) locations noted below. As a result there



## Johnson Controls Quotation

### Comments (continued)

will be space to add 3 doors to the system in the future if desired.

1. Station 81- Single Door wood frame.
2. Single Door Metal frame front entrance area
3. From the Bay to the Station- Single Door metal frame
4. Gear Room- Metal frame- picture in association has no label
5. Front Door/Front Entrance

### CCTV

The CCTV solution covers the (5) cameras noted below

1. Main Entrance/Parking Lot
2. Truck Bay looking twds green storage shed
3. Small Parking Lot
4. Front Parking
- 5.. Truck Bay

### Pleasant Hill Station #4

#### AC

The proposed solution here includes a 2 door controller for 2 location noted below.

1. Main Entrance/Front Door-metal frame
2. Truck Bay Door-wood frame

### Maryville Station #9

#### AC

The proposed solution here includes a 2 door controller for 2 location noted below.

1. Main Entrance/Front Door-metal frame
2. Truck Bay Door-wood frame



#### **TERMS AND CONDITIONS (Rev. 4/18)**

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way

of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for

approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas

available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work,

Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in

protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the



Project: Georgetown County Fire Station  
Customer Reference:  
Johnson Controls Reference: 217414354  
Date: 05/31/2018  
Page 11 of 11

amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. **Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. **Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. **One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.


32. **Entire Agreement.** The parties intend this Agreement,

together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. **Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. **License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.jci.com](http://www.jci.com) or contact your local Johnson Controls office.

|   |   |
|---|---|
| Offered By:<br>Johnson Controls Fire Protection LP License#:<br><br>1578 Dividend Loop<br>MYRTLE BEACH, SC 29577-7349<br><br>Telephone: (843) 839 0800<br><br>Representative: Timothy J. Carson<br><br>5-31-18<br><br> | Accepted By: (Customer)<br><br>Company: _____<br>Address: _____<br>Signature: _____<br>Title: _____<br>P.O.#: _____ Date: _____ |
|---|---|





**Georgetown County, South Carolina**  
**Execution of Contract Change or Adjustment**

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

| Contract #              | Sequence #                     | Amendment #               |
|-------------------------|--------------------------------|---------------------------|
| 16-038                  | 5                              | 11                        |
| Project #               | GL Account                     | Purchase Order            |
| AC/CCTV/Fire Stations   |                                | 2018-00000636             |
| PRIOR Contract \$ Total | \$ Amount of this Change (+/-) | REVISED Contract \$ Total |
| \$65,150.50             | \$92,490.80                    | \$157,641.30              |

| Administration Use ONLY |                     |         |
|-------------------------|---------------------|---------|
|                         | Signature           | Date    |
| Budget Verified:        | <i>Ann Pickett</i>  | 6/1/18  |
| Change Originator:      | <i>Tracey Howle</i> | 5/31/18 |

79035.6006 50705 \$56,672.55  
 79035.6006 50707 \$35,818.25

|   |  |
|---|--|
| <b>Consultant Name:</b>                 | Johnson Control, Inc.  |
| <b>Contract Title:</b>                  | Fire-Intruder Protection Systems                             |
| <b>Task Order Name:</b>                 | Access Control/CCTV Systems Installations                    |
| <b>Scope of Work:</b>                   | See attached quote for installation at various Fire Stations |
| <b>List Authorized Sub-Consultants:</b> | N/A  |
| <b>Deliverables:</b>                    | As Attached  |
| <b>Justification for Change:</b>        | Included in the Capital Improvement Plan.                    |
| <b>Start Date:</b> 06/15/2018           | <b>Completion Date:</b> 06/30/2018                           |

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

|   |      |
|---|------|
| <b>Georgetown County, SC Signatures:</b><br><div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;"> <br/>           Date 6/04/18         </div> <div style="text-align: center;"> <i>See Attached</i><br/>           (Signature)         </div> <div style="text-align: center;">           5/31/18<br/>           Date         </div> </div>  |      |
| <b>NOTES:</b><br>1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.<br><br>2. Where the intended change cannot be accommodated on this form, use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work.<br><br>3. Attach additional budget forms as needed when multiple tasks and resources are proposed. |      |
| Johnny Morent<br>Chair - County Council   | Date |

# Memo

**To:** Sel Hemingway  
**From:** Chief Doug Eggiman and Chief Mack Reed  
**cc:** Ann Puckett  
**Date:** May 31, 2018  
**Re:** Access Control & CCTV Systems for various Fire/EMS Stations

---

After much research and working with various County departments, Emergency Services (Chief Doug Eggiman and Chief Mack Reed) recommends moving forward with the procurement of the AC & CCTV Systems from Johnson Controls. (Quote #217414354 for \$86,440 plus tax)

We feel they offer the best value for the needs of the department and they already have a current relationship with the County regarding the requested goods and services.

Thank you

**Bill To**

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

**Ship To**

GEORGETOWN COUNTY FIRE HQ  
BUSINESS OFFICE  
3605 HIGHMARKET STREET  
GEORGETOWN, SC 29440-4651

**Purchase Order**

No. 2018-00000636

06/04/18

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

**Vendor** 1127635 Johnson Controls, Incorporated

**Contact**

JOHNSON CONTROLS, INCORPORATED  
ATTN: Jennifer L Ford  
4415 Sea Ray Drive, Suite 102  
North Charleston, SC 29405

**Deliver by**

**Ship Via** NONE  
**Freight Terms** INSTALLED  
**Originator** Ann Puckett  
**Resolution Number** 16-038, TO #5  
**Invoice Terms** N30

| Quantity   | U/M   | Description         | Part Number | Unit Cost     | Total Cost     |
|--|-------|---------------------|-------------|---------------|----------------|
| 9253.0000  | \$/US | ACCESS INSTALLATION |             | \$1.0000      | \$9,253.00     |
| <i>Item Description</i> HIGH MARKET HEADQUARTERS ACCESS CONTROL INTALLATION<br><i>Detail Description</i> NJPA CONTRACT 031517 PRICING FOR CAPITAL IMPROVEMENT ADDITIONS. |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)  |       |                     |             |               | 100.00%        |
| 647.7100   | \$/US | SALES TAX           |             | \$1.0000      | \$647.71       |
| <i>Item Description</i> 7% SALES TAX FOR HIGHMARKET  |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)  |       |                     |             |               | 100.00%        |
| 6286.0000  | \$/US | ACCESS INSTALLATION |             | \$1.0000      | \$6,286.00     |
| <i>Item Description</i> DEBORDIEU STATION ACCESS CONTROL INSTALLATION  |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)  |       |                     |             |               | 100.00%        |
| 440.0200   | \$/US | SALES TAX           |             | \$1.0000      | \$440.02       |
| <i>Item Description</i> 7% SALES TAX FOR DEBORDIEU STATION   |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)  |       |                     |             |               | 100.00%        |

**Special Instructions**

E-MAIL TO: \_\_\_\_\_  
 COMPANY: \_\_\_\_\_  
 FROM: Georgetown County, SC Purchasing Office  
 E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500



**Bill To**

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

**Ship To**

GEORGETOWN COUNTY FIRE HQ  
BUSINESS OFFICE  
3605 HIGHMARKET STREET  
GEORGETOWN, SC 29440-4651

**Purchase Order**

No. 2018-00000636

06/04/18

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

**Vendor** 1127635 Johnson Controls, Incorporated**Contact**

JOHNSON CONTROLS, INCORPORATED  
ATTN: Jennifer L Ford  
4415 Sea Ray Drive, Suite 102  
North Charleston, SC 29405

**Deliver by**

**Ship Via** NONE  
**Freight Terms** INSTALLED  
**Originator** Ann Puckett  
**Resolution Number** 16-038, TO #5  
**Invoice Terms** N30

| Quantity   | U/M   | Description         | Part Number | Unit Cost     | Total Cost     |
|--|-------|---------------------|-------------|---------------|----------------|
| 11761.0000   | \$/US | ACCESS INSTALLATION |             | \$1.0000      | \$11,761.00    |
| <i>Item Description</i> BEAUMONT STATION ACCESS CONTROL INSTALLATION |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)                                      |       |                     |             |               | 100.00%        |
| 823.2700   | \$/US | SALES TAX           |             | \$1.0000      | \$823.27       |
| <i>Item Description</i> 7% SALES TAX FOR BEAUMONT STATION            |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)                                      |       |                     |             |               | 100.00%        |
| 13583.0000   | \$/US | ACCESS INSTALLATION |             | \$1.0000      | \$13,583.00    |
| <i>Item Description</i> MIDWAY STATION ACCESS CONTROL INSTALLATION   |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)                                      |       |                     |             |               | 100.00%        |
| 950.8100   | \$/US | SALES TAX           |             | \$1.0000      | \$950.81       |
| <i>Item Description</i> 7% FOR MIDWAY STATION                        |       |                     |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>      |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)                                      |       |                     |             |               | 100.00%        |
| 300.0000   | EA    | ACCESS CARDS        |             | \$3.8900      | \$1,167.00     |
| <i>Item Description</i> HID ACCESS CARDS                             |       |                     |             |               |                |

**Special Instructions**

E-MAIL TO: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
FROM: Georgetown County, SC Purchasing Office  
E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500

**Bill To**

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

**Ship To**

GEORGETOWN COUNTY FIRE HQ  
BUSINESS OFFICE  
3605 HIGHMARKET STREET  
GEORGETOWN, SC 29440-4651

**Purchase Order**

No. 2018-00000636

06/04/18

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**Contact**

JOHNSON CONTROLS, INCORPORATED  
ATTN: Jennifer L Ford  
4415 Sea Ray Drive, Suite 102  
North Charleston, SC 29405

**Deliver by****Ship Via**

NONE

**Freight Terms**

INSTALLED

**Originator**

Ann Puckett

**Resolution Number**

16-038, TO #5

**Invoice Terms**

N30

| Quantity  | U/M   | Description         | Part Number | Unit Cost     | Total Cost     |
|---|-------|---------------------|-------------|---------------|----------------|
| <b>G/L Account</b>  |       | <b>Project</b>      |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50705 (Improvements)   |       |                     |             |               | 100.00%        |
| 81.6900   | \$/US | SALES TAX           |             | \$1.0000      | \$81.69        |
| <b>Item Description</b> 7% SALES TAX FOR ACCESS CONTROL CARDS             |       |                     |             |               |                |
| <b>G/L Account</b>  |       | <b>Project</b>      |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50705 (Improvements)   |       |                     |             |               | 100.00%        |
| 5346.0000   | \$/US | ACCESS INSTALLATION |             | \$1.0000      | \$5,346.00     |
| <b>Item Description</b> PLEASANT HILL STATION ACCESS CONTROL INSTALLATION |       |                     |             |               |                |
| <b>G/L Account</b>  |       | <b>Project</b>      |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50705 (Improvements)   |       |                     |             |               | 100.00%        |
| 374.2200  | \$/US | SALES TAX           |             | \$1.0000      | \$374.22       |
| <b>Item Description</b> 7% SALES TAX FOR PLEASANT HILL STATION            |       |                     |             |               |                |
| <b>G/L Account</b>  |       | <b>Project</b>      |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50705 (Improvements)   |       |                     |             |               | 100.00%        |
| 5569.0000   | \$/US | ACCESS INSTALLATION |             | \$1.0000      | \$5,569.00     |
| <b>Item Description</b> MARYVILLE STATION ACCESS CONTROL INSTALLATION     |       |                     |             |               |                |
| <b>G/L Account</b>  |       | <b>Project</b>      |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50705 (Improvements)   |       |                     |             |               | 100.00%        |

**Special Instructions**

E-MAIL TO: \_\_\_\_\_

COMPANY: \_\_\_\_\_

FROM: Georgetown County, SC Purchasing Office

E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500



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

**Ship To**

GEORGETOWN COUNTY FIRE HQ  
BUSINESS OFFICE  
3605 HIGHMARKET STREET  
GEORGETOWN, SC 29440-4651

**Purchase Order**

No. 2018-00000636

06/04/18

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**Contact**

JOHNSON CONTROLS, INCORPORATED  
ATTN: Jennifer L Ford  
4415 Sea Ray Drive, Suite 102  
North Charleston, SC 29405

**Deliver by**

**Ship Via** NONE  
**Freight Terms** INSTALLED  
**Originator** Ann Puckett  
**Resolution Number** 16-038, TO #5  
**Invoice Terms** N30

| Quantity   | U/M   | Description       | Part Number | Unit Cost     | Total Cost     |
|--|-------|-------------------|-------------|---------------|----------------|
| 389.8300   | \$/US | SALE TAX          |             | \$1.0000      | \$389.83       |
| <i>Item Description</i> 7% FOR MARYVILLE STATION                   |       |                   |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>    |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50705 (Improvements)                                    |       |                   |             |               | 100.00%        |
| 10689.0000   | \$/US | CCTV INSTALLATION |             | \$1.0000      | \$10,689.00    |
| <i>Item Description</i> DEBORDIEU STATION CCTV SYSTEM INSTALLATION |       |                   |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>    |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50707 (Machinery & Equipment)                           |       |                   |             |               | 100.00%        |
| 748.2300   | \$/US | SALES TAX         |             | \$1.0000      | \$748.23       |
| <i>Item Description</i> 7% FOR DEBORDIEU STATION CCTV              |       |                   |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>    |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50707 (Machinery & Equipment)                           |       |                   |             |               | 100.00%        |
| 11024.0000   | \$/US | CCTV INSTALLATION |             | \$1.0000      | \$11,024.00    |
| <i>Item Description</i> BEAUMONT STATION CCTV SYSTEM INSTALLATION  |       |                   |             |               |                |
| <i>G/L Account</i>   |       | <i>Project</i>    |             | <i>Amount</i> | <i>Percent</i> |
| 79035.6006-50707 (Machinery & Equipment)                           |       |                   |             |               | 100.00%        |
| 771.6800   | \$/US | SALES TAX         |             | \$1.0000      | \$771.68       |
| <i>Item Description</i> 7% SALES TAX FOR BEAUMONT STATION CCTV     |       |                   |             |               |                |

**Special Instructions**

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COMPANY: \_\_\_\_\_  
FROM: Georgetown County, SC Purchasing Office  
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**Purchase Order**

No. 2018-00000636

06/04/18

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**Vendor** 1127635 Johnson Controls, Incorporated**Contact**

JOHNSON CONTROLS, INCORPORATED  
ATTN: Jennifer L Ford  
4415 Sea Ray Drive, Suite 102  
North Charleston, SC 29405

**Deliver by****Ship Via**

NONE

**Freight Terms**

INSTALLED

**Originator**

Ann Puckett

**Resolution Number**

16-038, TO #5

**Invoice Terms**

N30

| Quantity  | U/M   | Description       | Part Number | Unit Cost     | Total Cost     |
|---|-------|-------------------|-------------|---------------|----------------|
| <b>G/L Account</b>  |       | <b>Project</b>    |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50707 (Machinery & Equipment)                        |       |                   |             |               | 100.00%        |
| 11762.0000  | \$/US | CCTV INSTALLATION |             | \$1.0000      | \$11,762.00    |
| <b>Item Description</b> MIDWAY STATION CCTV SYSTEM INSTALLATION |       |                   |             |               |                |
| <b>G/L Account</b>  |       | <b>Project</b>    |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50707 (Machinery & Equipment)                        |       |                   |             |               | 100.00%        |
| 823.3400  | \$/US | SALES TAX         |             | \$1.0000      | \$823.34       |
| <b>Item Description</b> 7% SALES TAX FOR MIDWAY STATION CCTV    |       |                   |             |               |                |
| <b>G/L Account</b>  |       | <b>Project</b>    |             | <b>Amount</b> | <b>Percent</b> |
| 79035.6006-50707 (Machinery & Equipment)                        |       |                   |             |               | 100.00%        |

**Level** 4  
**Level Description** Purchasing

**Date** 6/4/2018

**Approval User**  
Ann Puckett

**Total Due** \$92,490.80

  
SIGNATURE

SIGNATURE

**Special Instructions**

E-MAIL TO: \_\_\_\_\_

COMPANY: \_\_\_\_\_

FROM: Georgetown County, SC Purchasing Office

E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500





**Georgetown County, South Carolina**  
Execution of Contract Change or Adjustment

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

| Contract #              | Sequence #                      | Amendment #               |
|-------------------------|---------------------------------|---------------------------|
| 16-038                  | 5                               | 1                         |
| Project #               | GL Account                      | Purchase Order            |
| AC/CCTV/Fire Stations   |                                 | 2018-00000636             |
| PRIOR Contract \$ Total | \$ Amount of this Change (\$/-) | REVISED Contract \$ Total |
| \$65,150.50             | \$92,490.80                     | \$157,641.30              |

| Administration Use ONLY |                     |         |
|-------------------------|---------------------|---------|
|                         | Signature           | Date    |
| Budget Verified:        | <i>Ann Pickett</i>  | 6/1/18  |
| Change Originator:      | <i>Tracey Howle</i> | 5/31/18 |

79035.6006 50705 \$56,672.55  
79035.6006 50707 \$35,818.25

|   |  |
|---|--|
| <b>Consultant Name:</b>                 | Johnson Control, Inc.  |
| <b>Contract Title:</b>                  | Fire-Intruder Protection Systems                             |
| <b>Task Order Name:</b>                 | Access Control/CCTV Systems Installations                    |
| <b>Scope of Work:</b>                   | See attached quote for installation at various Fire Stations |
| <b>List Authorized Sub-Consultants:</b> | N/A  |
| <b>Deliverables:</b>                    | As Attached  |
| <b>Justification for Change:</b>        | Included in the Capital Improvement Plan.                    |
| <b>Start Date:</b> 06/15/2018           | <b>Completion Date:</b> 06/30/2018                           |

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

|  |  |
|--|--|
| <p><b>Georgetown County, SC Signatures:</b></p> <p><i>Tracey Howle</i> <u>6/04/18</u><br/>Date</p> <p><i>Johnny Morant</i> _____<br/>Chair - County Council Date</p>   | <p><u>See Attached</u> <u>5/31/18</u><br/>(Signature) Date</p> |
| <p><b>NOTES:</b></p> <p>1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.</p> <p>2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work.</p> <p>3. Attach additional budget forms as needed when multiple tasks and resources are proposed.</p> |  |



1578 Dividend Loop  
MYRTLE BEACH, SC 29577-7349  
(843) 839 0800  
FAX: (843) 839 9231

## Johnson Controls Quotation

TO:  
Georgetown County  
PO Box 421270  
ATTN: Accounts Payable  
GEORGETOWN, SC 29442-1270

Project: Georgetown County Fire Station  
Customer Reference:  
Johnson Controls Reference: 217414354  
Date: 05/31/2018  
Page 1 of 11

Items cited on this quote are products and services on the SimplexGrinnell NJPA contract  
**031517**

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

### Access Control

| QTY                                  | MODEL NUMBER   | DESCRIPTION   | UNIT PRICE | EXT. PRICE |
|--------------------------------------|----------------|---|------------|------------|
| <b>High Market Station AC System</b> |                |   |            |            |
|                                      |                | High Market Station AC                                |            |            |
| 1                                    | ESTAR004-RM    | ISTAR EDGE 4 RDRS W/ ENCLOSU                          | 1,305.09   | 1,305.09   |
| 1                                    | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT                          | 228.36     | 228.36     |
| 1                                    | BT12/4         | 12VDC 4AH LEAD ACID BATTERY                           | 16.21      | 16.21      |
| 4                                    | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV                         | 140.47     | 561.88     |
| 4                                    | DS151I         | REQUEST TO EXIT SNSR BLK- ROH                         | 57.40      | 229.60     |
| 4                                    | HE-100630510   | HES 1006 ELEC STRIKE W/LBM                            | 342.79     | 1,371.16   |
| 1                                    | DPIM           | INSTALLATION MATERIALS-CABLE                          | 1,013.28   | 1,013.28   |
|                                      |                | Technical Services - High Market Station AC System    |            |            |
| 24                                   | TECH LAB       | TECHNICAL SERVICE                                     | 78.35      | 1,880.40   |
|                                      |                | Installation Services - High Market Station AC System |            |            |
| 44                                   | INST LAB       | INSTALLATION LABOR                                    | 55.67      | 2,449.48   |
|                                      |                | Professional Services - High Market Station AC System |            |            |
| 2                                    | PM LAB         | PROJECT/CONSTRUCTION MGMT                             | 98.77      | 197.54     |

**Net selling price for High Market Station AC System, \$9,253.00**

|                                    |                |                                |        |        |
|------------------------------------|----------------|--------------------------------|--------|--------|
| <b>Debordieu Station AC System</b> |                |                                |        |        |
|                                    |                | Debordieu Station AC           |        |        |
| 1                                  | ESTAR002       | ISTAR EDGE 2 RDR W/ENCL        | 815.58 | 815.58 |
| 1                                  | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT   | 228.35 | 228.35 |
| 1                                  | BT12/4         | 12VDC 4AH LEAD ACID BATTERY    | 16.21  | 16.21  |
| 2                                  | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV  | 140.46 | 280.92 |
| 2                                  | DS151I         | REQUEST TO EXIT SNSR BLK- ROH  | 57.40  | 114.80 |
| 2                                  | 1078CW-G-SS    | REC STEEL DOOR CONT W/WIRE LEA | 7.08   | 14.16  |

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America





Project: Georgetown County Fire Station  
 Customer Reference:  
 Johnson Controls Reference: 217414354  
 Date: 05/31/2018  
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### Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION   | UNIT PRICE | EXT. PRICE |
|-----|--------------|---|------------|------------|
| 1   | HE-100630510 | HES 1006 ELEC STRIKE W/LBM                          | 342.77     | 342.77     |
| 1   | 2011TJ20     | SGL LOCK - INSWING                                  | 256.68     | 256.68     |
| 1   | EEB2         | EMERGENCY EXIT BUTTON/TIMER                         | 69.98      | 69.98      |
| 1   | DPIM         | INSTALLATION MATERIALS & CABLE                      | 823.25     | 823.25     |
|     |              | Professional Services - Debordieu Station AC System |            |            |
| 2   | PM LAB       | PROJECT/CONSTRUCTION MGMT                           | 98.77      | 197.54     |
|     |              | Technical Services - Debordieu Station AC System    |            |            |
| 20  | TECH LAB     | TECHNICAL SERVICE                                   | 78.35      | 1,567.00   |
|     |              | Installation Services - Debordieu Station AC System |            |            |
| 28  | INST LAB     | INSTALLATION LABOR                                  | 55.67      | 1,558.76   |

**Net selling price for Debordieu Station AC System, \$6,286.00**

#### Beaumont Station AC System

|    |                 |  |          |          |
|----|-----------------|--|----------|----------|
|    |                 | Beaumont Station AC                                |          |          |
| 1  | USTAR008-SE-NPS | ISTAR ULTRA SE,8 READER,ENCL,N                     | 3,350.37 | 3,350.37 |
| 1  | AL600ULM        | AL600ULX W/MOM5 MULTI-OUTPUT                       | 228.37   | 228.37   |
| 1  | BT12/4          | 12VDC 4AH LEAD ACID BATTERY                        | 16.21    | 16.21    |
| 4  | 920PTNNEK00000  | RDR, RP40, MULTICLASS, SE REV                      | 140.47   | 561.88   |
| 1  | 1078CW-G-SS     | REC STEEL DOOR CONT W/WIRE LEA                     | 7.08     | 7.08     |
| 3  | HE-100630510    | HES 1006 ELEC STRIKE W/LBM                         | 342.81   | 1,028.43 |
| 2  | DS151I          | REQUEST TO EXIT SNSR BLK- ROH                      | 57.41    | 114.82   |
| 1  | 2011            | SGL LOCK-OUTSWING                                  | 199.92   | 199.92   |
| 1  | EEB2            | EMERGENCY EXIT BUTTON/TIMER                        | 69.98    | 69.98    |
| 1  | DPIM            | INSTALLATION MATERIALS-CABLE                       | 1,013.34 | 1,013.34 |
|    |                 | Professional Services - Beaumont Station AC System |          |          |
| 4  | PM LAB          | PROJECT/CONSTRUCTION MGMT                          | 98.78    | 395.12   |
|    |                 | Technical Services - Beaumont Station AC System    |          |          |
| 24 | TECH LAB        | TECHNICAL SERVICE                                  | 78.36    | 1,880.64 |
|    |                 | Installation Services - Beaumont Station AC System |          |          |
| 52 | INST LAB        | INSTALLATION LABOR                                 | 55.67    | 2,894.84 |

**Net selling price for Beaumont Station AC System, \$11,761.00**

#### Midway Station AC System

|   |                 |                                |          |          |
|---|-----------------|--------------------------------|----------|----------|
|   |                 | Midway Station AC              |          |          |
| 1 | USTAR008-SE-NPS | ISTAR ULTRA SE,8 READER,ENCL,N | 3,350.02 | 3,350.02 |
| 1 | AL600ULM        | AL600ULX W/MOM5 MULTI-OUTPUT   | 228.36   | 228.36   |
| 1 | BT12/4          | 12VDC 4AH LEAD ACID BATTERY    | 16.21    | 16.21    |
| 1 | DS151I          | REQUEST TO EXIT SNSR BLK- ROH  | 57.40    | 57.40    |
| 5 | 920PTNNEK00000  | RDR, RP40, MULTICLASS, SE REV  | 140.47   | 702.35   |
| 5 | HE-100630510    | HES 1006 ELEC STRIKE W/LBM     | 342.80   | 1,714.00 |
| 1 | DPIM            | INSTALLATION MATERIALS-CABLE   | 1,139.94 | 1,139.94 |



Project: Georgetown County Fire Station  
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 Johnson Controls Reference: 217414354  
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### Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION   | UNIT PRICE | EXT. PRICE |
|-----|--------------|---|------------|------------|
| 4   | PM LAB       | Professional Services - Midway Station AC System<br>PROJECT/CONSTRUCTION MGMT | 98.77      | 395.08     |
| 28  | TECH LAB     | Technical Services - Midway Station AC System<br>TECHNICAL SERVICE            | 78.36      | 2,194.08   |
| 68  | INST LAB     | Installation Services - Midway Station AC System<br>INSTALLATION LABOR        | 55.67      | 3,785.56   |

**Net selling price for Midway Station AC System, \$13,583.00**

| Access Cards |            |                      |      |          |
|--------------|------------|----------------------|------|----------|
|              |            | Access Control Cards |      |          |
| 300          | 1386GLGGMH | HID ACCESS CARDS     | 3.89 | 1,167.00 |

**Net selling price for Access Cards, \$1,167.00**

| Pleasant Hill Station AC System |                |   |        |          |
|---------------------------------|----------------|---|--------|----------|
|                                 |                | Pleasant Hill Station #4 AC                             |        |          |
| 1                               | ESTAR002       | ISTAR EDGE 2 RDR W/ENCL                                 | 815.72 | 815.72   |
| 1                               | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT                            | 228.36 | 228.36   |
| 1                               | BT12/4         | 12VDC 4AH LEAD ACID BATTERY                             | 16.21  | 16.21    |
| 2                               | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV                           | 140.47 | 280.94   |
| 2                               | DS151I         | REQUEST TO EXIT SNSR BLK- ROH                           | 57.40  | 114.80   |
| 1                               | HE-100630510   | HES 1006 ELEC STRIKE W/LBM                              | 342.79 | 342.79   |
| 1                               | DPIM           | INSTALLATION MATERIALS & CABLE                          | 759.96 | 759.96   |
|                                 |                | Professional Services - Pleasant Hill Station AC System |        |          |
| 2                               | PM LAB         | PROJECT/CONSTRUCTION MGMT                               | 98.77  | 197.54   |
|                                 |                | Technical Services - Pleasant Hill Station AC System    |        |          |
| 16                              | TECH LAB       | TECHNICAL SERVICE                                       | 78.35  | 1,253.60 |
|                                 |                | Installation Services - Pleasant Hill Station AC System |        |          |
| 24                              | INST LAB       | INSTALLATION LABOR                                      | 55.67  | 1,336.08 |

**Net selling price for Pleasant Hill Station AC System, \$5,346.00**

| Maryville Station AC System |                |                                |        |        |
|-----------------------------|----------------|--------------------------------|--------|--------|
|                             |                | Maryville Station #9 AC        |        |        |
| 1                           | ESTAR002       | ISTAR EDGE 2 RDR W/ENCL        | 815.74 | 815.74 |
| 1                           | AL600ULM       | AL600ULX W/MOM5 MULTI-OUTPUT   | 228.37 | 228.37 |
| 1                           | BT12/4         | 12VDC 4AH LEAD ACID BATTERY    | 16.21  | 16.21  |
| 2                           | 920PTNNEK00000 | RDR, RP40, MULTICLASS, SE REV  | 140.48 | 280.96 |
| 2                           | DS151I         | REQUEST TO EXIT SNSR BLK- ROH  | 57.41  | 114.82 |
| 1                           | HE-100630510   | HES 1006 ELEC STRIKE W/LBM     | 342.81 | 342.81 |
| 1                           | DPIM           | INSTALLATION MATERIALS & CABLE | 760.01 | 760.01 |





Project: Georgetown County Fire Station  
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### Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION  | UNIT PRICE | EXT. PRICE |
|-----|--------------|--|------------|------------|
| 2   | PM LAB       | Professional Services - Maryville Station AC System<br>PROJECT/CONSTRUCTION MGMT | 98.78      | 197.56     |
| 16  | TECH LAB     | Technical Services - Maryville Station AC System<br>TECHNICAL SERVICE            | 78.36      | 1,253.76   |
| 28  | INST LAB     | Installation Services - Maryville Station AC System<br>INSTALLATION LABOR        | 55.67      | 1,558.76   |

**Net selling price for Maryville Station AC System, \$5,569.00**

**Net selling price for Access Control, \$52,965.00**

#### CCTV

##### Debordieu Station CCTV System

|   |                |                                |          |          |
|---|----------------|--------------------------------|----------|----------|
| Debordieu Station CCTV<br>IP CAMERAS                  |                |                                |          |          |
| 1   | IPS12FFOCWIYA  | ILLUSTRA PRO 12MP FISHEYE, IND | 717.00   | 717.00   |
| 1   | IPFETILT MOUNT | ILLUSTRA PRO FISHEYE TILT MOUN | 38.60    | 38.60    |
| 3   | IFS03D1OCWIT   | ILLUSTRA FLEX 3MP MINI-DOME, 2 | 386.05   | 1,158.15 |
| 3   | ADCI6DPCAPIW   | illustra 600/610 Dome pendant  | 31.99    | 95.97    |
| 3   | ADLOMARM       | WALL MNT ARM FOR NV LOOKOUT    | 33.09    | 99.27    |
| NETWORK RECORDER / MON                                |                |                                |          |          |
| 1   | EXQ-IP0406TDTL | NETWORK RECORDER IP04-06T-DT   | 2,647.18 | 2,647.18 |
| NETWORK POE SWITCH                                    |                |                                |          |          |
| 1   | JG926A#ABA     | HP 1920S-24G-POE+ SWITCH       | 747.58   | 747.58   |
| 1   | DPIM           | INSTALLATION MATERIALS & CABLE | 980.43   | 980.43   |
| Professional Services - Debordieu Station CCTV System |                |                                |          |          |
| 2   | PM LAB         | PROJECT/CONSTRUCTION MGMT      | 95.57    | 191.14   |
| Technical Services - Debordieu Station CCTV System    |                |                                |          |          |
| 16  | TECH LAB       | TECHNICAL SERVICE              | 75.81    | 1,212.96 |
| Installation Services - Debordieu Station CCTV System |                |                                |          |          |
| 52  | INST LAB       | INSTALLATION LABOR             | 53.86    | 2,800.72 |

**Net selling price for Debordieu Station CCTV System, \$10,689.00**

##### Beaumont Station CCTV System

|                                     |                |                                |        |          |
|-------------------------------------|----------------|--------------------------------|--------|----------|
| Beaumont Station CCTV<br>IP CAMERAS |                |                                |        |          |
| 2                                   | IPS12FFOCWIYA  | ILLUSTRA PRO 12MP FISHEYE, IND | 716.96 | 1,433.92 |
| 2                                   | IPFETILT MOUNT | ILLUSTRA PRO FISHEYE TILT MOUN | 38.60  | 77.20    |
| 2                                   | IFS03D1OCWIT   | ILLUSTRA FLEX 3MP MINI-DOME, 2 | 386.04 | 772.08   |
| 2                                   | ADCI6DPCAPIW   | illustra 600/610 Dome pendant  | 31.99  | 63.98    |



Project: Georgetown County Fire Station  
 Customer Reference:  
 Johnson Controls Reference: 217414354  
 Date: 05/31/2018  
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### Johnson Controls Quotation

| QTY | MODEL NUMBER   | DESCRIPTION  | UNIT PRICE | EXT. PRICE |
|-----|----------------|--|------------|------------|
| 2   | ADLOMARM       | WALL MNT ARM FOR NV LOOKOUT                          | 33.09      | 66.18      |
|     |                | NETWORK RECORDER / MON                               |            |            |
| 1   | EXQ-IP0406TDTL | NETWORK RECORDER IP04-06T-DT                         | 2,647.17   | 2,647.17   |
|     |                | NETWORK POE SWITCH                                   |            |            |
| 1   | JG926A#ABA     | HP 1920S-24G-POE+ SWITCH                             | 747.58     | 747.58     |
| 1   | DPIM           | INSTALLATION MATERIALS & CABLE                       | 1,011.07   | 1,011.07   |
|     |                | Professional Services - Beaumont Station CCTV System |            |            |
| 2   | PM LAB         | PROJECT/CONSTRUCTION MGMT                            | 95.57      | 191.14     |
|     |                | Technical Services - Beaumont Station CCTV System    |            |            |
| 16  | TECH LAB       | TECHNICAL SERVICE                                    | 75.81      | 1,212.96   |
|     |                | Installation Services - Beaumont Station CCTV System |            |            |
| 52  | INST LAB       | INSTALLATION LABOR                                   | 53.86      | 2,800.72   |

**Net selling price for Beaumont Station CCTV System, \$11,024.00**

#### Midway Station CCTV System

|    |                |  |          |          |
|----|----------------|--|----------|----------|
|    |                | Midway Station CCTV                                |          |          |
|    |                | IP CAMERAS   |          |          |
| 1  | IPS12FFOCWIYA  | ILLUSTRA PRO 12MP FISHEYE, IND                     | 716.96   | 716.96   |
| 1  | IPFETILT MOUNT | ILLUSTRA PRO FISHEYE TILT MOUN                     | 38.60    | 38.60    |
| 4  | IFS03D1OCWIT   | ILLUSTRA FLEX 3MP MINI-DOME, 2                     | 386.04   | 1,544.16 |
| 4  | ADCI6DPCAPIW   | illustra 600/610 Dome pendant                      | 31.99    | 127.96   |
| 4  | ADLOMARM       | WALL MNT ARM FOR NV LOOKOUT                        | 33.09    | 132.36   |
|    |                | NETWORK RECORDER / MON                             |          |          |
| 1  | EXQ-IP0406TDTL | NETWORK RECORDER IP04-06T-DT                       | 2,647.13 | 2,647.13 |
|    |                | NETWORK POE SWITCH                                 |          |          |
| 1  | JG926A#ABA     | HP 1920S-24G-POE+ SWITCH                           | 747.57   | 747.57   |
| 1  | DPIM           | INSTALLATION MATERIALS & CABLE                     | 980.42   | 980.42   |
|    |                | Professional Services - Midway Station CCTV System |          |          |
| 4  | PM LAB         | PROJECT/CONSTRUCTION MGMT                          | 95.57    | 382.28   |
|    |                | Technical Services - Midway Station CCTV System    |          |          |
| 16 | TECH LAB       | TECHNICAL SERVICE                                  | 75.81    | 1,212.96 |
|    |                | Installation Services - Midway Station CCTV System |          |          |
| 60 | INST LAB       | INSTALLATION LABOR                                 | 53.86    | 3,231.60 |

**Net selling price for Midway Station CCTV System , \$11,762.00**

**Net selling price for CCTV, \$33,475.00**





Project: Georgetown County Fire Station  
Customer Reference:  
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Date: 05/31/2018  
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## Johnson Controls Quotation

| QTY | MODEL NUMBER | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|-----|--------------|-------------|------------|------------|
|-----|--------------|-------------|------------|------------|

**Total net selling price, \$86,440.00**

### Pricing Schedule: National Joint Powers Alliance

#### Comments

This quote is being provided to Joe Williamson with Georgetown County Fire for access control and CCTV solutions at County Fire Stations. The quote is broken out into a cost for each site's solution.

This quote is reflective of a NJPA pricing schedule and does not include applicable sales tax.

Georgetown County Fire/IT shall be responsible for providing the following: new workstations for CCTV solutions(if needed/required), 120 VAC power at power supplies for access control solutions along with access to the county network and/or a network drop. Additionally a lift for installation of equipment at sites where it is needed, door hardware for the storage door at the Beaumont station, and monitors for CCTV viewing shall also be provided by the customer.

The quote features a cost for (300) access control cards. Each network video recorder(NVR) provided for each station has the capability to retain stored video footage for a period of 30 days. The NVR for each site comes with 4 channel licenses. As a result no additional licenses will be required at any sites until more than 4 cameras per site are installed.

The access control portion of the quote is based on adding it onto the county's current CCURE-Softwarehouse series. In other words it will not be partitioned or separated. If it is desired to be partitioned or separated additional costs would apply.

The quote includes all SimplexGrinnell installation material and labor, technician, and project management labor. Below is a detail of the solution being provided at each site:

#### 3605 High Market Street Station

Access Control Solution only at this site. The proposed solution here includes a 4 door controller for the first (3) of the (4) locations noted below. As a result the truck bay door can be added in the future.

1. Door Upon Main Entry- Single door wood frame
2. Side Door- single door
3. Authorized Personnel door- single wood frame near main entrance
4. Truck Bay Door-Singe Door wood frame

#### Debrodieu Station

#### AC

The proposed solution here includes a 2 door controller for the 2 locations noted below.



Project: Georgetown County Fire Station  
Customer Reference:  
Johnson Controls Reference: 217414354  
Date: 05/31/2018  
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## Johnson Controls Quotation

### Comments (continued)

1. Double Wood Frame Door-
2. Front Door

### CCTV

The CCTV solution covers the the (4) cameras noted below.

1. For access door noted above
2. Front Door Catch Both the entrance and parking( Come out of laundry room or bathroom for install)
3. Back Side of truck parking
4. In the truck bay area

### Beaumont Station

#### AC

The proposed solution here includes a 8 door controller for 3 location noted below. As a result there will be space to add (5) doors to the system in the future if desired.

1. Station 82 Door- Single Door metal frame
2. EMS Supplies- Single door wood frame
3. Storage- Single door metal frame, located near truck bay
4. Truck Bay Door

### CCTV

The CCTV solution covers the first (3) of the (4) cameras noted below

1. Main area/Batallion
2. Side parking lot-
3. Back of Truck Bay-
4. In truck bay looking at Ladder 21

### Midway-Litchfield

#### AC

The proposed solution here includes a 8 door controller for (5) locations noted below. As a result there



Project: Georgetown County Fire Station  
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Date: 05/31/2018  
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## Johnson Controls Quotation

### Comments (continued)

will be space to add 3 doors to the system in the future if desired.

1. Station 81- Single Door wood frame.
2. Single Door Metal frame front entrance area
3. From the Bay to the Station- Single Door metal frame
4. Gear Room- Metal frame- picture in association has no label
5. Front Door/Front Entrance

### CCTV

The CCTV solution covers the (5) cameras noted below

1. Main Entrance/Parking Lot
2. Truck Bay looking twds green storage shed
3. Small Parking Lot
4. Front Parking
- 5.. Truck Bay

### Pleasant Hill Station #4

#### AC

The proposed solution here includes a 2 door controller for 2 location noted below.

1. Main Entrance/Front Door-metal frame
2. Truck Bay Door-wood frame

### Maryville Station #9

#### AC

The proposed solution here includes a 2 door controller for 2 location noted below.

1. Main Entrance/Front Door-metal frame
2. Truck Bay Door-wood frame





Project: Georgetown County Fire Station  
Customer Reference:  
Johnson Controls Reference: 217414354  
Date: 05/31/2018  
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#### TERMS AND CONDITIONS (Rev. 4/18)

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way

of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the Incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for

approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.

- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas





Project: Georgetown County Fire Station  
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available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work,

Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in

protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the





Project: Georgetown County Fire Station  
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 Johnson Controls Reference: 217414354  
 Date: 05/31/2018  
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amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement,

together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.jci.com](http://www.jci.com) or contact your local Johnson Controls office.

|  |                          |
|--|--------------------------|
| Offered By:<br>Johnson Controls Fire Protection LP License#: | Accepted By: (Customer)  |
| 1578 Dividend Loop<br>MYRTLE BEACH, SC 29577-7349            | Company: _____           |
| Telephone: (843) 839 0800                                    | Address: _____           |
| Representative: <u>Timothy J Carson</u>                      | Signature: _____         |
| <u>5-31-18</u>   | Title: _____             |
|  | P.O.#: _____ Date: _____ |

**Item Number:** 6.b  
**Meeting Date:** 6/26/2018  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDER CONSIDERATION:**

Bid #18-041, Construction of Georgetown County Class III Landfill Cells 8-12 and Class II landfill Closure Project V

Currently, the constructed portion of the Georgetown County Class Three Landfill located at 201 Landfill Road has 536,734 cubic yards of permitted capacity remaining—which translates to 317,210 tons of remaining disposal capacity.

Based on the fact that the landfill will dispose of about 85,000 tons per year on average based on increasing tonnage, the Landfill has just 32 months capacity beyond June 2018.

The improvements of the Class II and Class III landfill project incorporate two necessary elements:

- 1) A landfill cell 8-12 expansion anticipated to extend the lifespan of the landfill through the year 2027; and
- 2) The closure of the existing Class II landfill that is at capacity.

**CURRENT STATUS:**

On May 30, 2018, Georgetown County received three bids for the Landfill Expansion Project, #18-041. The bid recommendation memo is attached, detailing the selection of Shamrock Environmental Corporation as the lowest, most highly qualified bidder in the amount of \$4,961,069.00.

Georgetown County currently has a landfill mining area in its possession, "Borrow Area D & E" to be used as a backfill source for this expansion.

This bid covers both the landfill expansion and the landfill closure.

**POINTS TO CONSIDER:**

1. Garrett and Moore Engineers, Inc. provided the Engineer's Bid Evaluation documentation and recommended to the Public Services Department and Environmental Division management that

Shamrock Environmental Corporation is the most highly qualified bidder.

2. The South Carolina Department of Health and Environmental Control (DHEC) issued a Draft Permit for this expansion on May 30, 2018. This notification, along with DHEC's Stormwater-related permit approval for same, are attached.

**FINANCIAL IMPACT:**

Funds have been accumulated to cover the costs of both landfill closure and landfill expansion.

**OPTIONS:**

1. Award Bid #18-041: Georgetown County Class III Landfill Cells 8-12 and Class II landfill Closure Project V to Shamrock Environmental Corporation in the amount of \$4,961,069.00, or
2. Decline to award the bid.

**STAFF RECOMMENDATIONS:**

Staff recommends that Council move forward with Option 1.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**


| Description                         | Type       |
|-------------------------------------|------------|
| ▢ Signed_Bid_Recommendation_#18-041 | Cover Memo |





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

# **Memorandum**

To: Purchasing  
From: Ray C. Funnye   
File #: 316.16  
Date: June 18, 2018  
Re: Recommendation for Bid #18-041: Georgetown County Class III Landfill Cells 8-12 and Class II Landfill Closure Project V

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On May 30, 2018 Georgetown County Department of Public Services received four (4) submissions for Bid #18-041: Georgetown County Class III Landfill Cells 8-12 and Class II Landfill Closure Project V. The bids received from Shamrock Environmental Corporation, L & L Contractors, T&K Construction, LLC, and King Construction Services were each thoroughly reviewed and found to be complete, meeting the required specifications for this expansion and closure.

The Public Services Department has engaged the services of its engineering partner, Garrett & Moore, to assess the landfill expansion and closure bids due to the complexity of the project. The phased expansion is anticipated to meet the County's landfill needs until approximately 2027 and the Class II Landfill will be closed immediately. Shamrock Environmental Corporation was the lowest bidder, in the amount of \$4,961,069.00. Both Garrett & Moore Engineers and Georgetown County Public Services find their submission to be most highly qualified for the construction of the new landfill and closure of the old one.

Based on the aforementioned, I recommend we award Bid #18-041: Georgetown County Class III Landfill Cells 8-12 and Class II landfill Closure Project V to Shamrock Environmental Corporation, in the amount of \$4,961,069.00.

**Item Number:** 6.c  
**Meeting Date:** 6/26/2018  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDER CONSIDERATION:**

Procurement #17-108, Task Order 1, Professional Engineering Services for Construction of Georgetown County Class III Landfill Cells 8-12

Due to both the critical nature and complexity of operations when constructing a Class III Landfill Cells 8-12, Georgetown County Public Services determines it prudent to secure the professional services of a qualified engineering firm to provide construction management and administration for the entire project.

**CURRENT STATUS:**

The services provided by Garrett and Moore Engineers, Inc., are detailed in the "Services During Construction for the Georgetown County Class III Landfill Cells 8-12" document attached, but are in brief:

- Execution of the construction contract
- Pre-Construction Conference
- Administration of the Construction Contract
- Progress Meetings
- Shop Drawing Review
- Change Orders and Design Clarifications
- Review Progress Pay Requests
- Resident Project Representative
- Construction Quality Assurance (CQA) Services
- Contract Closeout
- Final Inspection
- Well abandonment, Installation, and Reporting
- CQA Report

The cost of these services is \$322,673.00; details of the costs associated are included in the attached Task Order #1.

**POINTS TO CONSIDER:**

- 1) Public Services Staff evaluated the proposal from Garrett & Moore Engineers, Inc., and found it to be reasonable and fair given the complexity of the work involved.
- 2) Accountability is essential; the engagement of an engineering firm for oversight allows Georgetown County Public Services to continue to serve its citizens daily while ensuring the integrity of this long-term project through professional monitoring.
- 3) Garrett & Moore Engineers, Inc., is a tested and reliable Georgetown County provider of landfill

engineering services.

**FINANCIAL IMPACT:**

Funds have been accumulated to cover the costs of landfill expansion.

**OPTIONS:**

1. Approve the Task Order #1 for Services During Construction for the Georgetown County Class III Landfill Cells 8-12 in the amount of \$322,673.00, or
2. Deny approval of Task Order #1.

**STAFF RECOMMENDATIONS:**

The Public Services Department recommends option #1, above.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description

Type

**Item Number:** 6.d  
**Meeting Date:** 6/26/2018  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDER CONSIDERATION:**

Procurement #17-108, Task Order 2, Professional Engineering Services - Construction for Georgetown County Class Two Landfill Closure Project

The closure of an at-capacity landfill is a critical operation that must be precisely executed in order to safeguard the community and environment. The Georgetown County Public Services Department seeks to engage a professional engineer to provide construction management and administration for all aspects of this landfill closure.

**CURRENT STATUS:**

The extensive services provided by Garrett and Moore Engineers, Inc., are detailed in the "Services During Construction for the Georgetown County Class II Landfill Closure Project" document attached, but are in brief:

- Execution of the construction contract
- Pre-Construction Conference
- Administration of the Construction Contract
- Progress Meetings
- Shop Drawing Review
- Change Orders and Design Clarifications
- Review Progress Pay Requests
- Resident Project Representative
- Construction Quality Assurance (CQA) Services
- Contract Closeout
- Final Inspection
- Well abandonment, Installation, and Reporting
- CQA Report

The cost of these services is \$72,892.00; details of the associated costs are included in the Task Order #2, attached.

**POINTS TO CONSIDER:**

- 1) Public Services Staff has evaluated the proposal from Garrett & Moore Engineers, Inc., and found it to be reasonable and fair with respect to the complexities of a landfill closure.
- 2) Close monitoring of the landfill closure operations will ensure the long term safety of citizens and the environment in Georgetown County, and ensure closure complies with landfill permit requirements.
- 3) Garrett & Moore Engineers, Inc., are a proven and reliable engineering partner in the Environmental Division of Georgetown County Public Services.

**FINANCIAL IMPACT:**

Funds have been accumulated to cover the costs of landfill closure.

**OPTIONS:**

1. Approve the Task Order #2 for Professional Engineering Services During Construction for the Georgetown County Class Two Landfill Closure project to Garret & Moore Engineers, Inc. in the amount of \$72,892.00, or
2. Decline to approve Task Order #2.

**STAFF RECOMMENDATIONS:**

The Public Services Department recommends Georgetown County Council move forward with option #1, above.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description

Type

Item Number: 7.a  
Meeting Date: 6/26/2018  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Finance

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-16 - An Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina.

**CURRENT STATUS:**

Ordinance No. 2018-16 is pending final approval.

**POINTS TO CONSIDER:**

This amendment revises the FY2017/18 budget for items to be individually described in the proposed ordinance by appropriating additional funds from available fund balances and from unanticipated current year revenues. Those expenditures for which supplemental appropriation are required, and which Council has previously reviewed and approved, will be noted as applicable.

**FINANCIAL IMPACT:**

As disclosed in the attached ordinance.

**OPTIONS:**

1. Approval of Ordinance No. 2018-16.
2. Reject Ordinance No. 2018-16.

**STAFF RECOMMENDATIONS:**

Public hearing on Ordinance No. 2018-16. Requires no action of County Council.

*Recommendations pertaining to the adoption of Ordinance No. 2018-16 provided under separate report.*

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

| Description                                  | Type       |
|--|------------|
| ▣ Ordinance 2018-16, FY2018 Budget Amendment | Cover Memo |

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF GEORGETOWN    )

**ORDINANCE # 2018-16**

**AN ORDINANCE TO AMEND THE 2017/2018 BUDGET ORDINANCE ADOPTED BY  
GEORGETOWN COUNTY COUNCIL**

- Section 1: Appropriations in the General Fund are increased by \$10,622 for the required grant match on a Federal airport improvement grant AIP19 (#3-45-0025-019-2017) for apron expansion, Runway 5-23 obstruction analysis, and drainage improvements at the Georgetown Airport. This was approved by County Council at the September 19, 2017, Council meeting. Funding will come from fund balance of the General Fund.
- Section 2: Appropriations in the General Fund are increased by \$31,061 for the required grant match on an anticipated Federal airport improvement grant (projected to be AIP20) for apron expansion – phase IV project at the Georgetown Airport. This was approved by County Council at the June 14, 2018, Council meeting. Funding will come from fund balance of the General Fund.
- Section 3: Appropriations in the Midway Fire (District II) Fund are increased by \$33,000 to provide funding for repairs to vehicles and buildings damaged in accidents. Funding will come from reimbursements from our insurance carrier.
- Section 4: Appropriations in the Debt Service Fund are increased by \$247,169 in conjunction with refunding of the Series 2013 General Obligation Bonds. Funding will come from the refunding bond proceeds, in the amount of \$224,399, and from fund balance, in the amount of \$22,770.
- Section 5: Appropriations in the Environmental Services Fund are increased by \$175,305 to provide funding for the emergency purchase of a new baler at the Materials Recycling Facility. This was approved at the July 25, 2017, Council meeting. The purchase was included in the County's lease purchase agreement for fiscal year 2017/18 with BB&T and funding will come from the proceeds of that financing.
- Section 6: Appropriations in the Environmental Services Fund are increased by \$36,303 for improvements to the Administration Building at the Landfill. This project was budgeted as part of the fiscal year 2016/17 budget but was not completed during the year. Funding will come from fund balance in the Environmental Services Fund.

Section 7: Appropriations in the Environmental Services Fund are increased by \$51,600 for the building of the new Mosquito Control Storage Building. This project was budgeted as part of the fiscal year 2016/17 budget but was not completed during the year. Funding will come from fund balance in the Environmental Services Fund.

Section 8: This Ordinance No. 2018-16 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Johnny Morant, Chairman  
Georgetown County Council

(Seal)

ATTEST:

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

(Seal)

This Ordinance No. 2018-16 has been reviewed by me and is hereby approved as to form and legality.

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

(Seal)

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

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

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



**Item Number:** 10.a  
**Meeting Date:** 6/26/2018  
**Item Type:** THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-12 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2018, and Ending June 30, 2019; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

**CURRENT STATUS:**

Ordinance No. 2018-12 is being presented for third reading.

**POINTS TO CONSIDER:**

The proposed FY18/19 budget is balanced as presented.

**FINANCIAL IMPACT:**

As disclosed in the attached Ordinance.

**OPTIONS:**

1. Approval of Ordinance No. 2018-12.
2. Reject Ordinance No. 2018-12.

**STAFF RECOMMENDATIONS:**

Approve Third Reading of Ordinance 2018-12.

**ATTACHMENTS:**

| Description                        | Type       |
|------------------------------------|------------|
| □ Ordinance 2018-12, FY2019 Budget | Cover Memo |

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GEORGETOWN )

ORDINANCE # **2018-12**

AN ORDINANCE TO MAKE APPROPRIATIONS FOR ORDINARY COUNTY PURPOSES FOR GEORGETOWN COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019; TO PROVIDE FOR THE EXPENDITURE THEREOF; AND TO PROVIDE FOR REVENUES FOR THE PAYMENT THEREOF.

Section 1: The following sums of money are hereby appropriated for the purposes herein set forth for Georgetown County for the period beginning July 1, 2018, and ending June 30, 2019:

|  | <u>Appropriations</u> |
|--|-----------------------|
| General Government Fund                          | \$ 28,880,000         |
| County Fire (District #1) Fund                   | 3,165,000             |
| Midway Fire (District #2) Fund                   | 4,170,000             |
| Victims Services Fund                            | 330,000               |
| Higher Education Fund                            | 707,000               |
| Bureau on Aging Services Fund                    | 985,000               |
| Clerk of Court IV-D Unit Cost Fund               | 233,000               |
| Clerk of Court IV-D Incentive Fund               | 38,000                |
| State Accommodations Tax Fund                    | 1,412,000             |
| Economic Development Fund                        | 363,000               |
| Economic Development Multi-County Marketing Fund | 41,000                |
| Airport Improvements Fund                        | 49,000                |
| Special Economic Development Fund                | 665,000               |
| Law Enforcement Fund                             | 14,190,000            |
| Road Improvement Fund                            | 2,856,000             |
| Choppee Regional Center Fund                     | 30,000                |
| Local Accommodations & Hospitality Tax Fund      | 718,000               |
| Murrells Inlet Revitalization Fund               | 326,000               |
| Emergency Telephone System Fund                  | 1,330,000             |
| Bike the Neck Fund                               | 70,000                |
| Debt Service Fund - Bonds                        | 6,903,000             |
| Debt Service Fund – Capital Leases               | 3,094,000             |
| Capital Equipment Replacement Fund               | 2,359,000             |
| Environmental Services Fund                      | 7,523,000             |
| Stormwater Management Fund                       | <u>6,080,000</u>      |
| Total Appropriations                             | <u>\$ 86,517,000</u>  |

Section 2: The Auditor is hereby authorized to levy upon all taxable property in Georgetown County, and the Treasurer is hereby empowered to collect:

- a. a tax of **29.7 mills** for the County General Government Fund
- b. a tax of **17.2 mills** for the County Law Enforcement Fund
- c. a tax of **2.6 mills** for the County Environmental Services Fund
- d. a tax of **7.5 mills** for the County Debt Service (Bonds) Fund.
- e. a tax of **2.9 mills** for the County Debt Service (Capital Leases) Fund.
- f. a tax of **0.5 mills** for the County Bureau of Aging Services Fund.

- g. a tax of **0.5 mills** for the County Economic Development Fund.
- h. a tax of **1.2 mills** for the County Higher Education Fund

- Section 3: There is hereby levied a tax of **31.1 mills** for those areas within the Georgetown County Fire District #1.
- Section 4: There is hereby levied a tax of **13.0 mills** for those areas within the Midway Fire District.
- Section 5: There is hereby levied a tax of **3.4 mills** for Solid Waste Recycling & Collection for all those areas of Georgetown County not within the corporate boundaries of the City of Georgetown and the Town of Andrews.
- Section 6: The Georgetown County Treasurer shall not pay any funds in excess of those herein appropriated and collected from any items without express approval by County Council.
- Section 7: The County Administrator shall administer the detailed line-item departmental budgets as compiled in the Annual Budget Document and shall authorize the transfer of appropriate funds within and between departments of an individual fund as necessary to achieve the goals of the budget. All supplemental appropriations at the individual fund level and transfers of appropriations between individual funds shall be authorized by County Council.
- Section 8: Should any article, section, or provision of this ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other article, section, or provision hereof which is not itself void or invalid.
- Section 9: This Ordinance # 2018-12 shall be effective upon adoption.

DONE IN REGULAR MEETING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
(Seal)  
Johnny Morant, Chairman  
Georgetown County Council

ATTEST:

\_\_\_\_\_  
(Seal)  
Theresa E. Floyd, Clerk to Council

This Ordinance # 2018-12, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
(Seal)  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: April 24, 2018

Second Reading: June 14, 2018

Third Reading: June 26, 2018

**Item Number:** 10.b  
**Meeting Date:** 6/26/2018  
**Item Type:** THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Finance

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-16 - An Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina.

**CURRENT STATUS:**

Ordinance No. 2018-16 is presented for Third Reading.

**POINTS TO CONSIDER:**

This amendment revises the FY2017/18 budget for items to be individually described in the proposed ordinance by appropriating additional funds from available fund balances and from unanticipated current year revenues. Those expenditures for which supplemental appropriation are required, and which Council has previously reviewed and approved, will be noted as applicable.

**FINANCIAL IMPACT:**

As disclosed in the attached ordinance.

**OPTIONS:**

1. Approval of Ordinance No. 2018-16.
2. Reject Ordinance No. 2018-16.

**STAFF RECOMMENDATIONS:**

Approve third reading of Ordinance No. 2018-16.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

| Description                                  | Type       |
|--|------------|
| □ Ordinance 2018-16, FY2018 Budget Amendment | Cover Memo |

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF GEORGETOWN    )

**ORDINANCE # 2018-16**

**AN ORDINANCE TO AMEND THE 2017/2018 BUDGET ORDINANCE ADOPTED BY  
GEORGETOWN COUNTY COUNCIL**

- Section 1: Appropriations in the General Fund are increased by \$10,622 for the required grant match on a Federal airport improvement grant AIP19 (#3-45-0025-019-2017) for apron expansion, Runway 5-23 obstruction analysis, and drainage improvements at the Georgetown Airport. This was approved by County Council at the September 19, 2017, Council meeting. Funding will come from fund balance of the General Fund.
- Section 2: Appropriations in the General Fund are increased by \$31,061 for the required grant match on an anticipated Federal airport improvement grant (projected to be AIP20) for apron expansion – phase IV project at the Georgetown Airport. This was approved by County Council at the June 14, 2018, Council meeting. Funding will come from fund balance of the General Fund.
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- Section 6: Appropriations in the Environmental Services Fund are increased by \$36,303 for improvements to the Administration Building at the Landfill. This project was budgeted as part of the fiscal year 2016/17 budget but was not completed during the year. Funding will come from fund balance in the Environmental Services Fund.

Section 7: Appropriations in the Environmental Services Fund are increased by \$51,600 for the building of the new Mosquito Control Storage Building. This project was budgeted as part of the fiscal year 2016/17 budget but was not completed during the year. Funding will come from fund balance in the Environmental Services Fund.

Section 8: This Ordinance No. 2018-16 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Johnny Morant, Chairman  
Georgetown County Council

(Seal)

ATTEST:

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

(Seal)

This Ordinance No. 2018-16 has been reviewed by me and is hereby approved as to form and legality.

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

(Seal)

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

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

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

**Item Number:** 11.a  
**Meeting Date:** 6/26/2018  
**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-18 - AN ORDINANCE TO AMEND ORDINANCE NO. 2006-100 (AS AMENDED) PREVIOUSLY ADOPTED BY THE GEORGETOWN COUNTY COUNCIL TO ESTABLISH A UNIFORM SERVICE CHARGE FOR MOTORIZED VEHICLE USERS OF THE COUNTY ROADS OF GEORGETOWN COUNTY, SOUTH CAROLINA

**CURRENT STATUS:**

Pending approval

**POINTS TO CONSIDER:**

The proposed amendment of Ordinance No. 2018-18 will allow the proceeds of collected road user fees to be utilized for regional transportation associations servicing Georgetown County, as provided by S.C. Code of Laws (as amended) 58-25-20, et seq.

**OPTIONS:**

1. Approval of Ordinance No. 2018-18.
2. Deny approval of Ordinance No. 2018-18.

**STAFF RECOMMENDATIONS:**

Recommendation for approval of Ordinance No. 2018-18.

*NOTE: A motion to amend will be required at 2nd reading to incorporate proposed text, as the ordinance was introduced by title only.*

**ATTACHMENTS:**

| Description  | Type      |
|--|-----------|
| <input type="checkbox"/> Ordinance No 2018-18 (amendment to Ord. 2006-100) | Ordinance |

**STATE OF SOUTH CAROLINA**

**ORDINANCE #2018-18**

**COUNTY OF GEORGETOWN**

**AN ORDINANCE TO AMEND ORDINANCE NO. 2006-100 (AS AMENDED) PREVIOUSLY ADOPTED BY THE GEORGETOWN COUNTY COUNCIL TO ESTABLISH A UNIFORM SERVICE CHARGE FOR MOTORIZED VEHICLE USERS OF THE COUNTY ROADS OF GEORGETOWN COUNTY, SOUTH CAROLINA**

WHEREAS, on June 26, 2001, Georgetown County Council adopted Ordinance 2001-16 to establish a Uniform Service charge for Motorized Vehicle Users in Georgetown County, South Carolina; and

WHEREAS, on April 8, 2003, Georgetown County Council adopted Ordinance 2003-11 amending the same; and

WHEREAS, Georgetown County Council has after extensive study and consideration determined that it is in the best interest of the citizens and taxpayers of Georgetown County, South Carolina, that Ordinances #2001-16 and #2003-11 should be repealed, and replaced by Ordinance #2006-100, as amended, which shall become the Road User Fee Ordinance for Georgetown County, South Carolina;

**NOW, THEREFORE, IT IS RESOLVED AND ORDAINED AS FOLLOWS:**

**FINDINGS OF FACT:**

1. There are currently in excess of two hundred seventy-seven (277) miles of dirt and gravel roads within Georgetown County, South Carolina.
2. The cost of maintaining roads is escalating at an ever accelerating rate and all funds available must be used to maintain the system in its present condition. Funds are extremely limited to implement improvements in the system.
3. The South Carolina Department of Transportation is accepting fewer roads into the State highway system.
4. The annual appropriation of "C" funds from the Department of Transportation is insufficient to impact the number of roads within Georgetown County that require improvement up to State standards.
5. The State of South Carolina has for many years, through the Department of Transportation, charged motorized vehicular users fees for the use of the State highway system through the provisions of Chapter 3 of Title 56 of the South Carolina Code of Laws.



6. Dirt and gravel roads within Georgetown County total in excess of eighty-two (82%) percent serving primarily residential areas. The roads are not conditioned or located for interstate or inter-county traffic. As a result, virtually all the motorized vehicular users of the roads within Georgetown County are motorized vehicles licensed in Georgetown County.
7. Roads within Georgetown County are used by pedestrians, bicyclists, equestrians and other non-motorized vehicular users. However, motorized vehicular traffic constitutes the overwhelming majority of the use of the road system. Furthermore, motorized vehicular traffic causes practically 100% of all the wear and tear on the County road system.
8. The road system within Georgetown County must be maintained and improved to a much better condition to accommodate motorized vehicular traffic, and rapidly increasing volumes of traffic throughout Georgetown County, especially on major roads and thoroughfares.
9. Georgetown County Council has authorized the development of a Transportation Master Study for Georgetown County in order to identify potential corrective action to address specific needs including, but not limited to congestion on major road thoroughfares, such as US Highway 17, as well as drainage and right-of-way issues.
10. Improvements of the road system within Georgetown County bestows a specific benefit on motorized vehicular users not enjoyed by the non-owning members of the general public by reason of the above.
11. The use of general tax revenues to construct and maintain roads within Georgetown County has resulted in placing on property owners, including non-residents, non-users, and non-owners, the entire cost of maintaining roads through ad valorem property taxes on all taxable property in the County.
12. Counties are specifically mandated “to assess...uniform service charges...and make appropriations for...roads...”by ‘4-9-30(5) of the South Carolina Code of Laws, 1976, as amended (“The Home Rule Act”).
13. The health, order, general welfare, and convenience of the County will be served by the enactment of this ordinance.
14. Certain classes of automobile owners should be exempted from the provisions of this ordinance. County Council determines that the exemptions from ad valorem taxes provided for by 12-37-220S.C. Code Ann. (1990 Com. Supp.) should apply to the road user fee required to be paid by this ordinance.

In order to implement the legislative intent of Georgetown County Council based on the above findings of fact, it is ordained as follows:

- a. The owners of every vehicle, except duly licensed and registered mobile homes, required to be registered and licensed in Georgetown County by the South Carolina Department of Transportation, shall pay annually to the Georgetown County Treasurer, a road user fee of Thirty and 00/100 (\$30.00) Dollars on each such vehicle.
- b. The Georgetown County Treasurer shall collect the road user fee in such manner and method as the Treasurer deems most efficient and fair.
- c. The proceeds from the collection of such fees shall be deposited in a fund to be administered by the Georgetown County Administrator, who shall maintain a separate accounting of funds collected. The proceeds of such fund, together with any investment income earned thereon, must be used solely and exclusively for the construction and improvement of roads within Georgetown County, related drainage, parking lots including other related needs required for the general public's access to publicly owned facilities, or the regional transportation association servicing Georgetown County as provided by S.C. Code of Laws (as amended) 58-25-20, et seq. Funds not used in any fiscal year shall be carried forward and used in subsequent years in the same manner as outlined above. Nothing shall preclude funds being used for multiple projects simultaneously so long as the subject project falls under an allowable use listed herein.
- d. Funds derived from the road user fee shall be used exclusively for improving roads and streets, which are not a part of the State or Federal road system, except as may be coordinated in conjunction with the use of other State or Federal funds, upon specific approval of County Council.
- e. Penalties for nonpayment:
  1. In the event an individual does not pay the thirty (\$30.00) dollar road improvement and maintenance fee at the time designated by the County Treasurer, a penalty of ten (\$10.00) dollars each day the road maintenance fee is unpaid shall be levied against such individual. Each day which a violation occurs shall be deemed a separate and distinct offense.
  2. The penalty shall apply to each vehicle fee that is unpaid.
  3. If the road user fee and penalties are not paid after the expiration of Sixty (60) days from the due date of the user fee, the fees and penalties may be enforced by judgment and attachment or such other means provided for under the laws of the State of South Carolina. Nothing in this section shall be construed as a limit on the time for the bringing of an action to collect such fees and penalties. In addition to the penalties provided herein, the County may recover reasonable attorney's fees and other expenses of litigation or collection.

- f. Criminal Penalties:
  - 1. In the event an individual does not pay the thirty (\$30.00) dollar road user fee and operates his vehicle on any road within Georgetown County, the individual shall pay a fine of up to Two Hundred (\$200.00) Dollars and/or serve a sentence of Thirty (30) days in jail, which offense shall be tried in Magistrate's Court.
- g. Exemptions:
  - 1. The owner of any vehicle that would be exempt from ad valorem taxes pursuant to §12-37-220 S.C. Code Ann.(1990 Cum. Supp.) shall be exempt from the provisions of this ordinance.

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

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

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

**DONE, RATIFIED, AND ADOPTED THIS 24th DAY OF JULY, 2018.**

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Johnny Morant  
Chairman, Georgetown County Council

[SEAL]

Attest:

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Theresa E. Floyd  
Clerk to Council

This Ordinance No. 2018-18, has been reviewed by me and is hereby approved as to form and legality.

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Wesley P. Bryant  
Georgetown County Attorney

First Reading:  
Second Reading:  
Third Reading:

Item Number: 14.a  
Meeting Date: 6/26/2018  
Item Type: BIDS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Bid #18-048, Property Title Search and Abstraction Services

**CURRENT STATUS:**

The anniversary date for the current agreement with Loretta Richardson is approaching renewal. It has been 5 years since the Treasurer's Office has solicited an *Invitation For Bid (IFB)*.

**POINTS TO CONSIDER:**

This solicitation was advertised in a newspaper of general circulation in Georgetown County and direct mailed or emailed to all known offerors. There were two (2) respondents:

- 1) Loretta Richardson of Andrews, SC;
- 2) Evans M. Bunch & Associates of Columbia, SC

**FINANCIAL IMPACT:**

G/L #010.131 50431 is currently funded up to \$27,000.00 per year for this expense. The contract is anticipated for five (5) years, with an estimated total cost to the County over the term of \$135,000.00.

**OPTIONS:**

- 1) Award a contract to evaluation committee's choice for an Indefinite Delivery/Indefinite Quantity Professional Services (IDIQ) agreement to provide Property Title Search, Abstracting Services, and Deed Preparation for the Treasurer/Tax Collector's Office.
- 2) Deny the award.

**STAFF RECOMMENDATIONS:**

The Invitation For Bid (IFB) was reviewed by staff members of the Treasurer's Office and the County Attorney. The evaluation committee agreed that the award for Property Title Search, Abstraction Services, and Deed Preparation should be made to Evans M. Bunch & Associates Inc.

**ATTACHMENTS:**

| Description                        | Type            |
|------------------------------------|-----------------|
| ▣ Recommendation for Bid #18-048   | Backup Material |
| ▣ Bid #18-048 Submittal_Richardson | Backup Material |
| ▣ Bid #18-048 Bid Subittal_Bunch   | Backup Material |



**Allison Sippel Peteet**  
**Georgetown County Treasurer**  
**129 Screven Street**  
**Georgetown, South Carolina 29440**

# **Memorandum**

**To:** County Council

**From:** Allison Sippel Peteet, Sheriff

**Date:** 6/20/2018

**Re:** Recommendation for Invitation for Bid #18-048

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On June 20, 2018, the Georgetown County Treasurer's Office received 2 bids for IFB #18-048 - Property Title Search and Abstraction Services. The scope of work includes 40 year title searches, updated title searches, and preparing deeds for properties sold at the annual tax sale. All bids were reviewed for compliance and completeness.

The selection committee consisted of the Treasurer, the Deputy Tax Collector, and the County Attorney. As part of our due diligence, the selection committee evaluated Price, Past Experience, Volume of title work per year, and References provided by each bidder.

Based on the aforementioned, I hereby recommend awarding IFB #18-048 to Evans M. Bunch & Associates Inc.



**MANDATORY BID SUBMITTAL FORM**  
**IFB #18-048**  
**Property Title Search and Abstraction Services**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid Loretta Richardson, Title Abstractor
2. BASE Bid Cost for forty (40) year (full) search "per parcel": \$ 70.00
3. ALTERNATE Bid Cost for title update "per parcel": \$ 25.00
4. ALTERNATE Bid Cost for Deed Preparation "per parcel" \$ 150.00
5. Bid cost must remain valid ninety (90) days from bid opening date.
6. Number of days after award of bid can your company be available to begin work? 5
7. Contact Address: PO Box 555 106 Pipe Street  
Andrews, SC 29510
8. Contact Person Loretta Richardson
9. Telephone Number (843) 240-1327 Fax Number (843) 264-9142
10. E-Mail address richardsonloretta32@yahoo.com
11. Remittance Address: \_\_\_\_\_
12. Accounting Contact \_\_\_\_\_
13. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
14. E-Mail address \_\_\_\_\_
15. FEIN or Social Security Number: 249-53-3904

16. **Suspension and Debarment**

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal

contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

17. Does your individual or company structure require the filing of a Form 1099 to the IRS on the part of Georgetown County, SC? ☒ Yes ☐ No

18. Will you honor the submitted prices for purchase by other departments within Georgetown County and by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

☒ Yes ☐ No

19. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RPS are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

20. RENEWAL OF CONTRACT

The County reserves the right, at its sole option, to renew this contract for up to four (4) additional terms. Pricing for additional terms shall be based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics. Will you honor the CPI for future term pricing?

☒ Yes ☐ No

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

21. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

☒ Yes ☐ No

22. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
23. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 13-003 were received.



24. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

(b) Is the bidder a Minority Business certified by another governmental entity?

☐ Yes ☒ No

If so, please list the certifying governmental entity: \_\_\_\_\_

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

☐ Yes ☒ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

☐ Yes ☒ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  
\_\_\_\_\_%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

25. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and

your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

26. INFORMATION ONLY:

- ☐ Our company accepts VISA government procurement cards.
- ☐ Our company does not accept VISA government procurement cards.

27. Printed Name of person binding bid Loretta Richardson

28. Signature (X) Loretta Richardson

29. Date 06/18/2018

**NOTE:** THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

# EXCEPTIONS PAGE

## MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".

**MANDATORY BID SUBMITTAL FORM**  
**IFB #18-048**  
**Property Title Search and Abstraction Services**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid Evans M. Bunch III & Associates Inc.
2. BASE Bid Cost for forty (40) year (full) search "per parcel": \$ 56.00
3. ALTERNATE Bid Cost for title update "per parcel": \$ 12.50
4. ALTERNATE Bid Cost for Deed Preparation "per parcel" \$ 85.00
5. Bid cost must remain valid ninety (90) days from bid opening date.
6. Number of days after award of bid can your company be available to begin work? 10
7. Contact Address: P. O. Box 5202  
Columbia SC 29250
8. Contact Person Evans Bunch
9. Telephone Number 803-782-4550 Fax Number \_\_\_\_\_
10. E-Mail address embunch15@gmail.com
11. Remittance Address: P O Box 5202, Columbia SC 29250
12. Accounting Contact Evans Bunch
13. Telephone Number 803-782-4550 Fax Number \_\_\_\_\_
14. E-Mail address embunch15@gmail.com
15. FEIN or Social Security Number: 57-0786077

16. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal



## EXCEPTIONS PAGE

### MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".

All reports will be completed  
under the supervision of a  
Licensed S.C. Attorney, as well  
as Deed Preparation, per  
S.C. law

NON-COLLUSION OATH )

COUNTY OF: Richland )

STATE OF: South Carolina )

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared Eugene M. Bunch, III and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS  
1<sup>st</sup> DAY OF JUNE, 2018

  
Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: SOUTH CAROLINA

My Commission Expires: 09/09/2025

Print Name: MATTHEW J BERUBE 

Address: 4503 FOREST DR COLUMBIA, SC 29206

Phone Number: 803-738-3013

(Note: Notary seal required for out-of-state offeror)





# EVANS M. BUNCH, III & ASSOCIATES, INC.

**\* ABSTRACTORS \* APPRAISERS \* AUCTIONEERS \***

P O BOX 5202  
Columbia, SC 29205  
Phone (803)782-4550

email: [embunch15@gmail.com](mailto:embunch15@gmail.com)

## **Evans M Bunch, III And Associates Inc.**

We are pleased to submit the following information in response to the the County of Georgetown request for proposal for Delinquent Tax Title Research

According we submit the following requested information

### **Past Experience:**

Evans M Bunch, III And Associates Inc. have been in the Independent Abstracting Business for the past 36 years. We are strategically located in Columbia S. C. to better enable us to service the entire state from a central location.

Over the pass 37 years we have provided data on over 200,000 tax parcels for Delinquent Tax Sales.

We have been awarded and successfully completed similar projects for Aiken, Allendale, Beaufort, Cherokee, Clarendon, Darlington, Dorchester, Georgetown, Kershaw, Richland, Sumter and Union Counties. As well as the City of Aiken.

### **References:**

Mae Helen Burch  
Delinquent Tax Collector  
County of Darlington  
Darlington County Courthouse  
1 Public Square Room 207  
Darlington SC 29532

Al Cothran  
Revunue Officer  
City of Aiken  
P O Box 2428  
Aiken SC 29802

Lorene Bevis  
Delinquent Tax Collector  
County of Union  
201 West Main Street  
Union SC 29379

Georgetown County is our best and most important reference in this instance, after 28 successful completions.

DELINQUENT TAXPAYER: \_\_\_\_\_

PARCEL NUMBER: \_\_\_\_\_ DESCRIPTION \_\_\_\_\_

Grantee/Divisee(s) \_\_\_\_\_

Address \_\_\_\_\_

Grantor/Divisor \_\_\_\_\_

\_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Recording Date \_\_\_\_\_ consideration: \_\_\_\_\_

Description: \_\_\_\_\_

☐

Grantee/Divisee(s) \_\_\_\_\_

Address \_\_\_\_\_

Grantor/Divisor \_\_\_\_\_

\_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Recording Date \_\_\_\_\_ consideration: \_\_\_\_\_

Description: \_\_\_\_\_

☐

Grantee/Divisee(s) \_\_\_\_\_

Address \_\_\_\_\_

Grantor/Divisor \_\_\_\_\_

\_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Recording Date \_\_\_\_\_ consideration: \_\_\_\_\_

Description: \_\_\_\_\_

☐

Grantee/Divisee(s) \_\_\_\_\_

Grantor/Divisor \_\_\_\_\_

\_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Recording Date \_\_\_\_\_ consideration: \_\_\_\_\_

Description: \_\_\_\_\_

☐

Grantee/Divisee(s) \_\_\_\_\_

Grantor/Divisor \_\_\_\_\_

\_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Recording Date \_\_\_\_\_ consideration: \_\_\_\_\_

Description: \_\_\_\_\_

☐

Grantee/Divisee(s) \_\_\_\_\_

Grantor/Divisor \_\_\_\_\_

\_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Recording Date \_\_\_\_\_ consideration: \_\_\_\_\_

Description: \_\_\_\_\_

Sample  
Forms



## Mortgage(s)/UCC Financing Statements

Mortgagor/Debtor: \_\_\_\_\_ Recorded on \_\_\_\_\_  
Mortgagee/Creditor: \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Mortgagee/Creditor's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Assigned to \_\_\_\_\_ Recorded \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Assignee's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mortgagor/Debtor: \_\_\_\_\_ Recorded on \_\_\_\_\_  
Mortgagee/Creditor: \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Mortgagee/Creditor's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Assigned to \_\_\_\_\_ Recorded \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Assignee's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mortgagor/Debtor: \_\_\_\_\_ Recorded on \_\_\_\_\_  
Mortgagee/Creditor: \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Mortgagee/Creditor's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Assigned to \_\_\_\_\_ Recorded \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Assignee's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mortgagor/Debtor: \_\_\_\_\_ Recorded on \_\_\_\_\_  
Mortgagee/Creditor: \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Mortgagee/Creditor's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Assigned to \_\_\_\_\_ Recorded \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Assignee's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mortgagor/Debtor: \_\_\_\_\_ Recorded on \_\_\_\_\_  
Mortgagee/Creditor: \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Mortgagee/Creditor's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Assigned to \_\_\_\_\_ Recorded \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Assignee's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mortgagor/Debtor: \_\_\_\_\_ Recorded on \_\_\_\_\_  
Mortgagee/Creditor: \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Mortgagee/Creditor's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Assigned to \_\_\_\_\_ Recorded \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_  
Assignee's Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Other Liens:


|                           |                                   |                    |              |
|---------------------------|-----------------------------------|--------------------|--------------|
| Lis Pendens               | Type Lien: _____                  | Recorded _____     | Amount _____ |
| Judgments                 | Defendant/Debtor: _____           | Id/Book?Page _____ |              |
| Mechanics' Liens          | Plaintiff/Creditor _____          |                    |              |
| Attachments               | Plaintiff/Creditor Address: _____ |                    |              |
| Federal & State Tax Liens | _____                             |                    |              |
| Mental Health Lien        | Type Lien: _____                  | Recorded _____     | Amount _____ |
|                           | Defendant/Debtor: _____           | Id/Book?Page _____ |              |
|                           | Plaintiff/Creditor _____          |                    |              |
|                           | Plaintiff/Creditor Address: _____ |                    |              |
|                           | _____                             |                    |              |
|                           | Type Lien: _____                  | Recorded _____     | Amount _____ |
|                           | Defendant/Debtor: _____           | Id/Book?Page _____ |              |
|                           | Plaintiff/Creditor _____          |                    |              |
|                           | Plaintiff/Creditor Address: _____ |                    |              |
|                           | _____                             |                    |              |
|                           | Type Lien: _____                  | Recorded _____     | Amount _____ |
|                           | Defendant/Debtor: _____           | Id/Book?Page _____ |              |
|                           | Plaintiff/Creditor _____          |                    |              |
|                           | Plaintiff/Creditor Address: _____ |                    |              |
|                           | _____                             |                    |              |

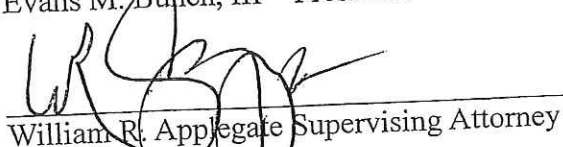
NOTES:

I/we have researched the above set out public records of GEORGETOWN COUNTY and represent that the above data accurately reflects all owner/lienholder/judgment/creditor information of record affecting the subject parcel of land.

Respectfully Submitted,

Evans M. Bunch, III & Associates, Inc.

  
Evans M. Bunch, III President

  
William R. Applegate Supervising Attorney

As of (date) \_\_\_\_\_

By: \_\_\_\_\_  
Abstractor



Item Number: 14.b  
Meeting Date: 6/26/2018  
Item Type: BIDS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

PROCUREMENT #17-092, ANDREWS REGIONAL RECREATION CENTER - GENERAL CONTRACTOR

**CURRENT STATUS:**

THE ANDREWS REGIONAL RECREATION CENTER IS BEING DEVELOPED AS PART OF THE CIP REGIONAL PARKS PLAN.

**POINTS TO CONSIDER:**

A) THIS SOLICITATION WAS ADVERTISED IN A NEWSPAPER OF GENERAL CIRCULATION IN GEORGETOWN COUNTY AND THE SC BUSINESS OPPORTUNITIES PUBLICATION, POSTED ON THE COUNTY AND SCBO WEBSITES AND DIRECTED TO ALL KNOWN OFFERS.

B) THERE WERE TWELVE (12) GENERAL CONTRACTORS QUALIFIED TO SUBMIT A BID AS THEY WERE REGISTERED IN ATTENDANCE AT THE MANDATORY PRE-BID ON WEDNESDAY, MAY 9, 2018:

- 1) COASTAL STRUCTURES
- 2) HANCO, INC
- 3) CHARLES BLANCHARD CONSTRUCTION
- 4) CONSENSUS CONSULTING
- 5) GILBERT & FIELDS CONSTRUCTION
- 6) HILL CONSTRUCTION
- 7) FBI CONSTRUCTION
- 8) BEC CONSTRUCTION
- 9) NESMITH CONSTRUCTION
- 10) SOUTHCON BUILDING GROUP
- 11) M. B. KAHN CONSTRUCTION CO. INC.
- 12) CHANCEL HRT, INC.

C) THERE WERE FIVE (5) BID PROPOSALS RECORDED AT THE PUBLIC BID OPENING:

- 1) COASTAL STRUCTURES @ \$6,000,000.00 BASE BID
- 2) HANCO, INC. @ \$5,496,924.00 BASE BID
- 3) CHARLES BLANCHARD CONSTRUCTION @ \$6,125,125.00
- 4) CONSENSUS CONSULTING @ \$6,100,000.00
- 5) GILBERT & FIELDS CONSTRUCTION @ \$6,200,454.00

**FINANCIAL IMPACT:**

The total budget included in the County's Capital Improvements Plan (CIP) for the Andrews Regional Recreation Center project is \$5,750,000. That amount included estimates of \$5,048,023 for facility construction and \$342,687 for contingency allowances. Combined, these provisions total \$5,390,710, which is \$106,214 less than the recommended award amount of \$5,496,924. Currently County staff is working with the architect/design team and Hanco of SC, Inc. on various value engineering opportunities expected to result in cost reductions. In addition, there are sufficient unallocated amounts remaining in the Parks and Recreation section of the CIP to cover the projected budget overrun.

**OPTIONS:**

1) AWARD TO THE LOW BID OFFEROR, HANCO, INC., FOR THE BASE BID OFFER OF \$5,496,924.00. ADDITIONALLY, AUTHORIZE REALLOCATION OF CIP FUNDING RESOURCES AS NECESSARY TO FULLY FUND THE PROJECT

2) DECLINE TO AWARD PER THE RECOMMENDATION.

**STAFF RECOMMENDATIONS:**

THE PROPOSALS FROM THE GENERAL CONTRACTORS WERE REVIEWED BY THE PROJECT A&E (SGA ARCHITECTURE) AND BY THE GEORGETOWN COUNTY PARKS & RECREATION DEPARTMENT AND THE PUBLIC SERVICES DIVISION OF CAPITAL PROJECTS. IN LIGHT OF THE FACT THAT BIDS EXCEEDED BUDGETED AMOUNTS, CONSIDERABLE EFFORT WAS MADE TO DETERMINE THE REASONS FOR THE OVERRUN. IT IS THE RECOMMENDATION OF OUR A&E ADVISORS AND STAFF TO PROCEED WITH AWARD OF CONTRACT AT THIS TIME AND TO FACILITATE THE PROJECT BY REALLOCATING FUNDING RESOURCES WITHIN THE CIP.

**ATTACHMENTS:**

| Description                                  | Type            |
|--|-----------------|
| ▣ Qualified Bidders for Andrews RRC          | Cover Memo      |
| ▣ Bid Tabulation for Andrews RRC             | Cover Memo      |
| ▣ Recommendation - Andrews Recreation Center | Backup Material |



**MANDATORY Pre-Bid Conference & Site Inspection**  
**Bid #17-092, Andrews Regional Recreation Center – General Contractor**  
**Monday, April 16, 2018 at 2:00PM Eastern NIST**


**PLEASE PRINT CLEARLY**

| REPRESENTATIVE'S NAME | COMPANY NAME                  | TELEPHONE                      | E-MAIL                                |
|-----------------------|-------------------------------|--------------------------------|---------------------------------------|
| Ted PFAU              | Charles BLANCHARD CONST.      | (843) 747-5757<br>843/297-7686 | ted@blanchardconst.com                |
| BOB DUNN              | Hill Construction             | 843-884-6888                   | Suzie.hill@hillcon.com                |
| Clint Smith           | Hanco of SC Inc               | 843 236 7952                   | office@hancoconstruction.com          |
| MIKE ILLES            | FBi CONSTRUCTION, INC         | 843-665-0408                   | Mike.Illes@FBiCONSTRUCTION.COM        |
| Marshall ESTELLING    | COASTAL STRUCTURES            | (843) 546-4491                 | Marshall@COASTALSTRUCTURES.COM        |
| Ross Maple            | BEC Construction              | 843-215-2989                   | Ross@becconstruction.com              |
| John Parker           | Gilbert & Fields Construction | 843-992-0527                   | john@gilbertfields.com                |
| Alan Zeman            | Zeman HVAC                    | 843-423-2860                   | zemanelectric@bellsouth.net           |
| Jacob Nesmith         | Nesmith Construction          | 843-387-5700                   | jacob.nesmith@nesmithconstruction.com |



**MANDATORY Pre-Bid Conference & Site Inspection**  
**Bid #17-092, Andrews Regional Recreation Center – General Contractor**  
**Monday, April 16, 2018 at 2:00PM Eastern NIST**

**PLEASE PRINT CLEARLY**

| REPRESENTATIVE'S NAME  | COMPANY NAME            | TELEPHONE      | E-MAIL   |
|--|-------------------------|----------------|--|
| RICK FISCHETTI   | SOUTHCON BUILDING GROUP | (843) 225-2845 | MLONG@SOUTHCONBUILDING.COM                       |
| MEHDI HASAN  | M.B. KAHN CONST CO. INC | (803) 227-1258 | MHASAN@MBKAHN.COM                                |
| Ashley Bunker  | Chancel HRT, Inc.       | 843-234-6500   | Ashley@chancelhrt.com<br>mckenzie@chancelhrt.com |
| James Scarborough  | CONSENSUS Construction  | 843-546-2667   | Bids@consensusconstruction.com                   |
| Beck Coggeshall  | BEC Construction        | 843-215-2989   | Beck@becconstruction.com                         |
|  |                         |                |  |
|  |                         |                |  |
|  |                         |                |  |
|  |                         |                |  |






**Public Bid Opening Tabulation**  
**Bid #17-092, Andrews Regional Recreation Center – General Contractor**  
**Wednesday, May 9, 2018 at 3:00PM Eastern NIST**

| <u>OFFEROR</u>                 | <u>Base Bid Proposal</u><br>(Pg. 23, Item 1) | <u>Bid Bond Attached</u><br>(Pg. 45 - 46)                           | <u>Comments</u> |
|--------------------------------|--|---|-----------------|
| Coastal Structures             | \$ 6,000,000 <sup>00</sup>                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                 |
| Hanco Inc.                     | \$ 5,496,924 <sup>00</sup>                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                 |
| Charles Blanchard Construction | \$ 6,125,125 <sup>00</sup>                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                 |
| Consensus Consulting           | \$ 6,100,000 <sup>00</sup>                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                 |
| Gilbert + Fields Construction  | \$ 6,200,454 <sup>00</sup>                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                 |
|                                | \$   | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                 |
|                                | \$   | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                 |
|                                | \$   | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                 |

OPENED BY: 

WITNESS: 



Georgetown County

South Carolina

To: Bonnie Infinger  
From: Beth Goodale  
Subject: General Contractor/Andrews Regional  
Recreation Center  
Date: June 20, 2018

Staff reviewed all proposals submitted for Bid #17-092 General Contracting Services for Construction of the Andrews Regional Recreation Center.

Based upon this review, award of the Base Bid Proposal to the low bid offeror, Hanco Inc., of Myrtle Beach, South Carolina, is recommended at this time.

Item Number: 15.a  
Meeting Date: 6/26/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Approval of Annual Tourism Budget

**CURRENT STATUS:**

SC Code 6-4-10 (3) dictates that counties collecting more than fifty thousand dollars of accommodations tax must allocate thirty percent of state accommodations tax distributions to advertising and promotion of tourism for the County.

This section of the SC Code also directs that counties may select one or more agencies to manage and make decisions regarding the expenditure of these tourism promotion funds. The organization must submit a budget to the county for approval of planned annual expenditures.

**POINTS TO CONSIDER:**

Georgetown County entered into a Memorandum of Understanding (MOU) with the Georgetown County Chamber of Commerce outlining the responsibilities and level of support to be provided by the Chamber of Commerce as the County's Designated Tourism Promotion Agency.

The MOU maintains that the Chamber will work with the Tourism Management Commission (appointed by County Council) to monitor and implement marketing plans. The TMC has submitted its annual budget (FY19) for tourism management/marketing (approximately 30% of state accommodations tax funds) to County Council for consideration and approval.

**OPTIONS:**

1. Approval of tourism marketing budget as submitted through June 2019.
2. Do not approve proposed marketing budget.

**STAFF RECOMMENDATIONS:**

Approve annual tourism marketing budget as submitted through June 2019.

**ATTACHMENTS:**

| Description                            | Type            |
|--|-----------------|
| ▣ Georgetown County Tourism Management | Presentation    |
| ▣ FY19 Annual Marketing Budget         | Backup Material |



## 2018-2019 Budget Presentation - Reallocation Request



georgetown  
COUNTY CHAMBER

# Tourism on the Hammock Coast...

## Funding used for a mix of:

- Print Advertising
- Social Media
- Digital Advertising
- Interactive Media & Video
- Public Relations
- Co-ops with other organizations (Murrells Inlet Marshwalk, Town of Andrews, Waccamaw Golf Trail, Pawleys Island Festival of Music & Art)
- Administration & Operating Expenses





# Accomplishments

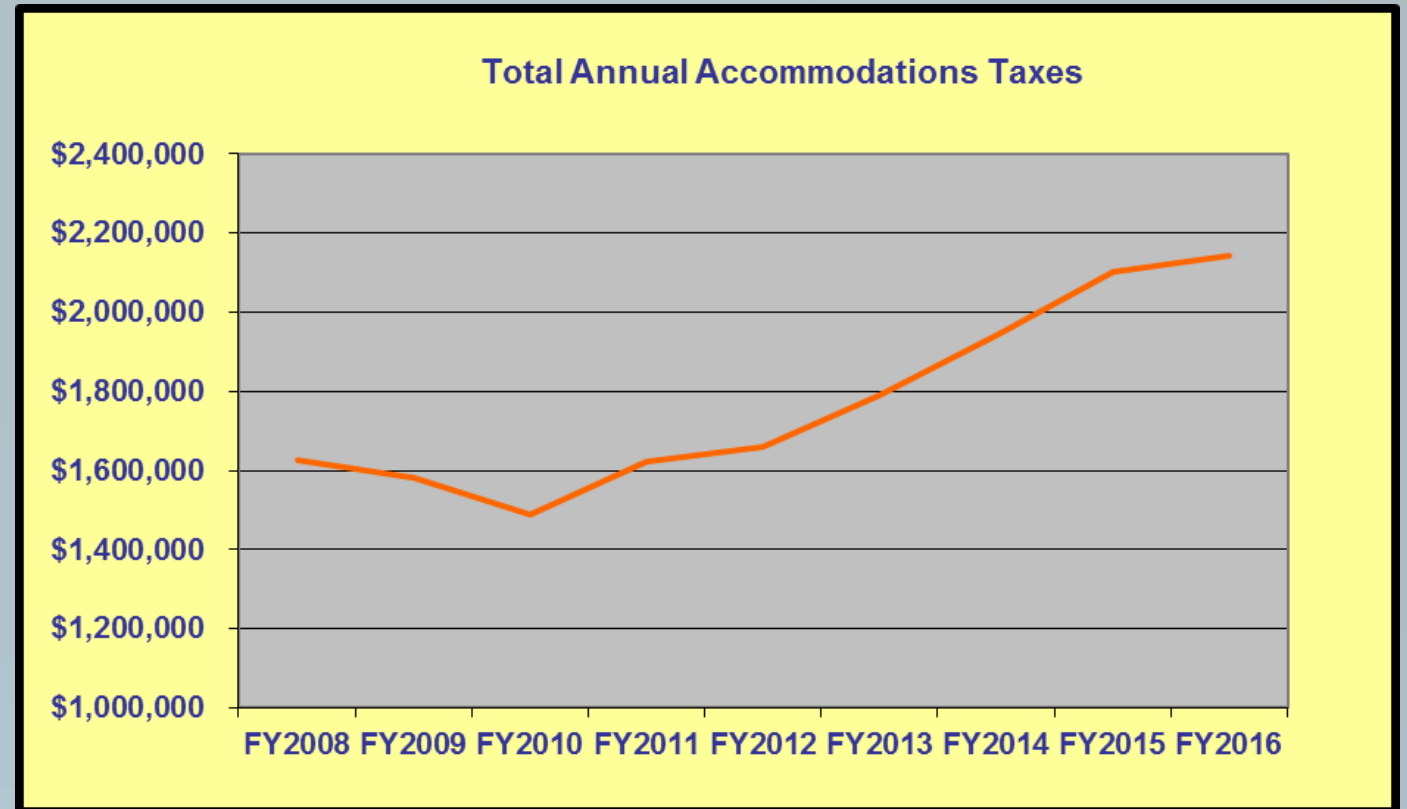
- ATAX collections are on an upward trend for the decade.
- Leads continue to grow. Our email database now contains 250,000+ contacts. Received more than 10K visitors in the welcome center in 2017
- According to E-Brains, our campaigns generated \$41+ million in visitor spending. (FY 16/17)
- Strong relationships with SCPRT, Vendors & regional tourism leaders

# Opportunities

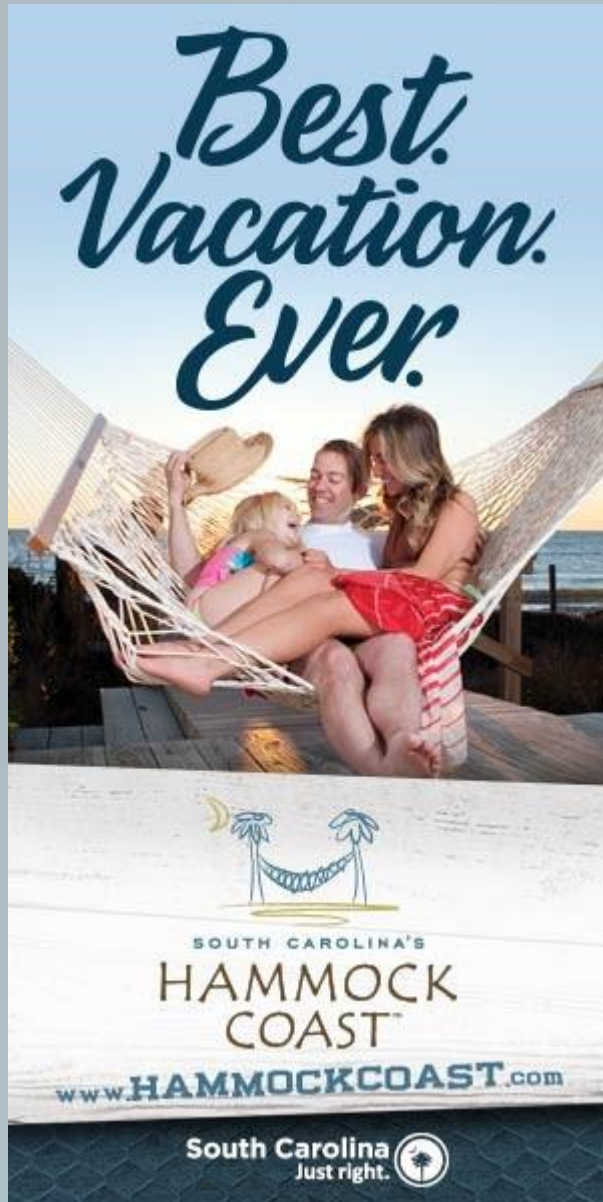
- Communication with local stakeholders
- Fostering tourism business growth
- Higher & better use of leadership staff
- Proactive vs. Reactive
- Expand promotion of Georgetown County as a premier tourism destination

ATAX increase of 38% from 2008 to 2017

HTAX increase of 44% from 2008 to 2017







### Tourism Development Director

- Brand Management, Big Picture Thinker
- Stakeholder & Media Relations
- Creates reports to Council, TMC
- Festival & Event Grant Management
- Vendor Relations
- EOC support to county staff
- Expected to remain up to date on tourism trends affecting Georgetown County
- Reports to Chamber CEO

### Tourism Coordinator

- Phone & Mail
- Maintain supply of marketing material, coordinate mailings
- Stakeholder database management
- Filing & clerical work
- Staff project support
- Information gathering for reports and other projects
- Assistance to Visitors Center staff

### Chamber Staff

- Accounting
- Financial Records
- Bank deposits and check writing
- Office supplies & equipment
- Audit & tax preparation
- Office of record for DMO
- Monthly financial reports to TMC
- Monitoring tourism related legislative issues
- DMO oversight by Chamber CEO & Board of Directors



# Georgetown County TMC

|                                 | Total Actual           |
|---------------------------------|------------------------|
| <b>REVENUE</b>                  |                        |
| Balance Forward                 | \$ 75,000.00           |
| 30% a Tax (estimated)           | \$ 400,000.00          |
| 65% aTax (estimated)            | \$ 448,254.00          |
| SCPRT Tourism Advertising Grant | \$ 100,000.00          |
| Adjustments and credits         | \$ -                   |
| Interest                        | \$ -                   |
| <b>TOTAL REVENUE</b>            | <b>\$ 1,023,254.00</b> |

|  |                                   |
|--|-----------------------------------|
| <b>PRINT MEDIA</b>   | <b>GL 63916 (30%) 63909 (65%)</b> |
| <b>AAA pub</b>   | <b>\$ 10,000.00</b>               |
| 1/3 page various magazines with digital package  | \$ -                              |
| <b>Charlotte Parent, Carolina Parent, Charlotte Magazine</b>                                   | <b>\$ 3,600.00</b>                |
| Circ: 300,000  | \$ -                              |
| 1/3 horizontal - includes 1/4 pg editorial profile a/v   | \$ -                              |
| <b>Coastal Observer - Beaches</b>  | <b>\$ 2,310.00</b>                |
| online, insert in Memorial Day issue, mailed to confirmed reservations                         | \$ -                              |
| <b>Garden and Gun</b>  | <b>\$ 30,000.00</b>               |
| Rate base 350,000; Total circ 1,312,500  | \$ -                              |
| Negotiated 42.4% reduction on gross 6x rate  | \$ -                              |
| <b>Strand Media- Visitors Guide 60K</b>  | <b>\$ 5,916.00</b>                |
| Year 3 of a 3 year contract  | \$ -                              |
| <b>Chamber of Commerce Resource Guide</b>  | <b>\$ 5,000.00</b>                |
| <b>GuestQuest - NC; GA/SC; VA/DC</b>   | <b>\$ 14,997.00</b>               |
| GA/SC; NC; VA/DC/IL/IN/OH/PA/NY/MI/ONT   | \$ -                              |
| <b>Hoffman Media (Southern Lady, Taste of the South)</b>                                       | <b>\$ 12,313.00</b>               |
| 300x250 ad unit on participating brand websites, (100,000 guaranteed geo-targeted impressions) |                                   |
| 3 single-sponsor blog posts (1 per brand)  | \$ -                              |
| 3 single-sponsor e-newsletters (1 per brand)   | \$ -                              |
| 6 Facebook posts (2 per brand)   | \$ -                              |
| <b>On The Beach Magazine 2019</b>  | <b>\$ 8,165.00</b>                |
|  | \$ -                              |
| <b>SC Living/American Mainstreet Publications</b>  | <b>\$ 19,413.00</b>               |
| Circ: 1.1 million +2.38M +social media. GA VA PA TN SC   | \$ -                              |
| <b>SCPRT Vacation Guide 2019</b>   | <b>\$ 13,500.00</b>               |
| Circ: 400,000  | \$ -                              |
| Integrated video in digital version  | \$ -                              |
| <b>Southern Bride Magazine</b>   | <b>\$ 1,700.00</b>                |
| A/V featured vendor listing, blog feature, social media and eMail newsletter                   | \$ -                              |
|  | \$ -                              |
| <b>Southern Living Travel Directory/bonus digital</b>  | <b>\$ 15,070.00</b>               |
| Regional South Atlantic & Mid Atlantic   | \$ -                              |
| Circ: 1,230,000 - negotiated no rate increase for new year                                     | \$ -                              |
| <b>SC Heritage Corridor Magazine (Palmetto)</b>  | <b>\$ 10,000.00</b>               |
| Circ: 80,000   | \$ -                              |
| Distribution to 200 Designated Sites and by request  | \$ -                              |
| Digital link in online version www.sc-heritagecorridor.org                                     | \$ -                              |
|  | \$ -                              |
| <b>TOTAL PRINT MEDIA</b>   | <b>\$ 151,984.00</b>              |

| <b>INTERACTIVE MEDIA GL 63923 (30%) 63914 (65%)</b>                   |    |                     |
|---|----|---------------------|
| <b>Online Marketing Program</b>                                       |    | <b>\$175,000.00</b> |
| 40,000 GeoTargeted Leads  | \$ | -                   |
| Conversion study  | \$ | -                   |
| eDialogue Program 12x + 9 remails                                     | \$ | -                   |
| online consumer services - database                                   | \$ | -                   |
| Facebook lookalike to drive visitors to the website                   | \$ | -                   |
| <b>Georgetown Times Interactive Campaign</b>                          | \$ | -                   |
| <b>Facebook Promoted posts</b>  | \$ | <b>9,000.00</b>     |
| <b>Garden &amp; Gun Talk of the South Newsletter</b>                  | \$ | -                   |
| <b>MNI Mobile - Tablet</b>  | \$ | <b>30,000.00</b>    |
| DataMatch   |    |                     |
| Keyword Search Retargeting  |    |                     |
| Custom Audience DC, KY, MD, NY, NC, OH, PA, SC, TN, VA IMPRESSIONS:   |    |                     |
| 14,225,002  |    |                     |
| Adara Travel Networks   | \$ | -                   |
|   | \$ | -                   |
| <b>Search Engine Marketing - Madden</b>                               | \$ | <b>48,000.00</b>    |
| <b>Sojern</b>   | \$ | <b>25,000.00</b>    |
| Sojern Traveler Platform Display/ Mobile 3,333,333 impressions Sojern |    |                     |
| Traveler Platform Native 142,857 Views                                | \$ | -                   |
| <b>Orange 142 or AJC</b>  | \$ | <b>30,000.00</b>    |
| 20,000+clicks,  |    |                     |
| 5 written articles  |    |                     |
| 818,181 impressions   |    |                     |
| (10+ sends)   |    |                     |
| 3,375.000 Impressions   |    |                     |
| Up to 100,000 impressions   |    |                     |
| 10,000+ video views   |    |                     |
|   | \$ | -                   |
| <b>DiscoverSouthCarolina.com</b>                                      | \$ | <b>30,000.00</b>    |
| Will be determined after May 2018 Co-op meeting                       | \$ | -                   |
|   | \$ | -                   |
| <b>TOTAL INTERACTIVE MEDIA</b>  | \$ | <b>347,000.00</b>   |

| <b>FULFILLMENT GL # 64620</b>  |    |                  |
|--------------------------------|----|------------------|
| Mailhouse Services             | \$ | <b>6,000.00</b>  |
| Postage & Mailing Permits      | \$ | <b>8,400.00</b>  |
| <b>SUBTOTAL OF FULFILLMENT</b> | \$ | <b>14,400.00</b> |

| <b>MEMBERSHIPS/SUBSCRIPTIONS</b>             |    |                 |
|--|----|-----------------|
| Membership Dues & subscriptions              | \$ | -               |
| Connect Marketing Leadership Summit          | \$ | <b>400.00</b>   |
| Southeastern Tourism Society                 | \$ | <b>750.00</b>   |
| US Travel Association/ESTO                   | \$ | <b>1,000.00</b> |
| SC Travel and Tourism Coalition              | \$ | <b>200.00</b>   |
| SCNBTA                                       | \$ | <b>200.00</b>   |
| <b>SUBTOTAL OF MEMBERSHIPS/SUBSCRIPTIONS</b> | \$ | <b>2,550.00</b> |

| <b>WEBSITE/SOCIAL MEDIA</b>        |    |                   |
|------------------------------------|----|-------------------|
| Updates/upgrades/changes           | \$ | <b>50,000.00</b>  |
| URLs/Domains (GODADDY.com)         | \$ | <b>540.00</b>     |
| Hosting/Website upgrades           | \$ | <b>4,800.00</b>   |
| CrowdRiff                          | \$ | <b>20,000.00</b>  |
| ImGoing Events Management Platform | \$ | <b>16,000.00</b>  |
| JackRabbit                         | \$ | <b>9,316.00</b>   |
|                                    | \$ | -                 |
|                                    | \$ | -                 |
| <b>TOTAL OF WEBSITE</b>            | \$ | <b>100,656.00</b> |

| <b>CREATIVE &amp; PRODUCTION 63921</b> |  |  |
|--|--|--|
|--|--|--|

|   |    |                 |
|---|----|-----------------|
| Creative services (Adobe)                 | \$ | 600.00          |
| <b>Collateral and SWAG</b>                | \$ | <b>1,500.00</b> |
| <b>TOTAL OF CREATIVE &amp; PRODUCTION</b> | \$ | <b>2,100.00</b> |

#### PROMOTIONAL TRAVEL/SHOWS

|  |    |                 |
|--|----|-----------------|
| Conferences, Travel Shows, PR Trips      | \$ | 3,000.00        |
| <b>TOTAL OF PROMOTIONAL TRAVEL/SHOWS</b> | \$ | <b>3,000.00</b> |

#### PUBLIC RELATIONS

|                            |    |                  |
|----------------------------|----|------------------|
| KingFish PR - PR services  | \$ | 18,000.00        |
| Pineapple Public Relations | \$ | 20,500.00        |
| Business Development       | \$ | 2,400.00         |
| FAM expenses               | \$ | 3,000.00         |
| <b>SUBTOTAL OF PR</b>      | \$ | <b>43,900.00</b> |

Total

#### CO-OPS

|                                     |    |            |
|-------------------------------------|----|------------|
| Festival and Events Co-op Marketing | \$ | 106,000.00 |
| Waccamaw Golf Trail Co-op           | \$ | 50,000.00  |
|                                     | \$ | -          |
|                                     | \$ | -          |
|                                     | \$ | -          |
|                                     | \$ | -          |

|                           |    |                   |
|---------------------------|----|-------------------|
| <b>SUBTOTAL OF Co-ops</b> | \$ | <b>156,000.00</b> |
|---------------------------|----|-------------------|

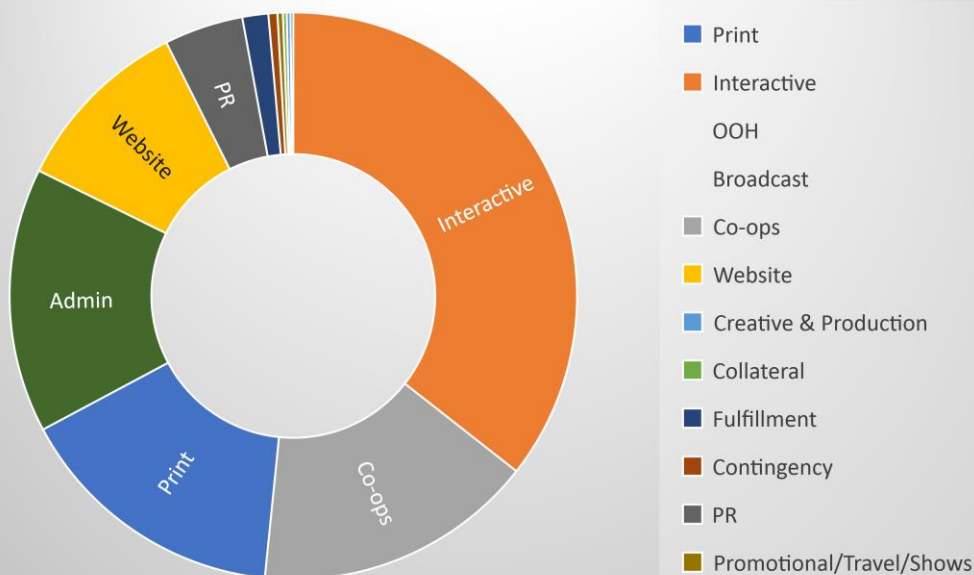
#### ADMINISTRATIVE EXPENSES

|  |    |                   |
|--|----|-------------------|
| Chamber                                    | \$ | 139,872.00        |
| Bank Fees/Checks                           | \$ | 250.00            |
| Accounting                                 | \$ | 4,200.00          |
| Phone - 800 number      GL 65115           | \$ | 6.00              |
| Audit                                      | \$ | 3,000.00          |
| <b>SUBTOTAL OF ADMINISTRATIVE EXPENSES</b> | \$ | <b>147,328.00</b> |

|                                  |    |                 |
|----------------------------------|----|-----------------|
| <b>CONTINGENCY - unallocated</b> | \$ | <b>5,000.00</b> |
|----------------------------------|----|-----------------|

|                          |    |                     |
|--------------------------|----|---------------------|
| <b>TOTAL OF EXPENSES</b> | \$ | <b>973,918.00</b>   |
| <b>TOTAL OF REVENUE</b>  | \$ | <b>1,023,254.00</b> |
| <b>VARIANCE</b>          | \$ | <b>49,336.00</b>    |

### 2018/2019 Budget by Category



Notes:

65% A-tax income numbers are based on planned grant requests

30% A-tax income numbers are estimated based on the history of last two fiscal years

All media projections are subject to minor changes. If A-tax monies do not meet projections, some media will be cut from the plan.





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Item Number: 16.a  
Meeting Date: 6/26/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

**CURRENT STATUS:**

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

**POINTS TO CONSIDER:**

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28<sup>th</sup> and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
  - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
  - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.

12. The Planning Commission held public hearings on this request on both August 17<sup>th</sup> and September 24<sup>th</sup>. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, a *motion to amend* will be required.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Deferred pending internal review by County Attorney.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

| Description                                   | Type            |
|---|-----------------|
| ▢ AMENDED - Ordinance No. 2017-23             | Ordinance       |
| ▢ Pawleys Plantation 2 lots - attachments     | Backup Material |
| ▢ Pawleys Plantation PD - Letters             | Backup Material |
| ▢ Atty Letter_Paul Joan Noble_Green Wing Teal | Exhibit         |
| ▢ Atty Letter_J Lachicotte_Green Wing Teal    | Exhibit         |

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2017-23

**AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN FOR THE PAWLEYS PLANTATION PLANNED DEVELOPMENT TO ADD TWO SINGLE FAMILY LOTS ON GREEN WING TEAL LANE**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PAWLEYS PLANTATION PLANNED DEVELOPMENT BE AMENDED TO CHANGE THE LAND USE DESIGNATION ON OPEN SPACE #9 AND OPEN SPACE #10 AS SHOWN ON THE ATTACHED ALTA SURVEY DATED JULY 21, 2010 FROM OPEN SPACE TO SINGLE FAMILY WITH THE FOLLOWING CONDITIONS:**

1. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
2. Both parcels shall adhere to the Pawleys Plantation PD requirements and setbacks for patio lots.
3. Proof to be provided to the Georgetown County Stormwater Department that demonstrates that the functionality of any stormwater elements currently existing on lots "open space #9" and/or "open space #10" will be maintained or improved following the development of the two lots. No building permits for either of these two lots shall be issued until this condition is met.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Johnny Morant (SEAL)  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2017-23, has been reviewed by me and is hereby approved as to form and legality.



---

Wesley 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

\$250  
\$10/AC  
Res'l  
1 acre

## 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: PAWLEYS PLANTATION

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: 04-0418-014-00-00  
(Include all affected parcels)

Street Address: 11822 HWY 17 BYPASS

City / State / Zip Code: MURRELLS INLET, SC 29576

Lot / Block / Number: \_\_\_\_\_

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: \_\_\_\_\_

Residential Acreage: 0.54

**Property Owner of Record:**

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

City/ State/ Zip Code: MURRELLS INLET, SC 29576

Telephone/Fax: 843-357-9888

E-Mail: \_\_\_\_\_

Signature of Owner / Date: [Signature] / 6/27/17  
POA President

**Contact Information:**

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

Phone / E-Mail: 843-652-2165 BILL.SNYDER@FSRESIDENTIAL.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: \_\_\_\_\_

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

City / State / Zip Code: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Agent/ Date: \_\_\_\_\_

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

**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:** PLEASE SEE ATTACHED



Reason for amendment request: PLEASE SEE ATTACHED

---

**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.*).

## SECTION D: SITE PLAN AMENDMENT

The Pawleys Plantation Property Owners Association requests that two parcels of land acquired in 2010 from Pawleys Plantation LLC, the developer, be rezoned. These parcels were originally a portion of the developer's golf course property.

The 1987 US Army Corp of Engineers wetlands survey indicated that these parcels were largely wetlands, unsuitable for home construction. However, a recent study conducted by an environmental consultant, indicates that the wetlands have receded significantly from the two parcels since the Corp of Engineers survey, and, in the opinion of the consultant, both the parcels are suitable building sites. It remains to have the Corp of Engineers confirm the findings of the consultant and to obtain Georgetown County Planning and Zoning approval for rezoning the parcels, after which they could be sold, relieving the Property Owners Association of maintenance responsibility and providing income to the Reserves for maintenance of other common properties.

Rezoning the two parcels would not exceed the approved density of the PD. Since the PD approval, twelve single family lots have been combined and bear structures that would prohibit separating the lots in the future, and large tract originally planned for multi-family housing has been rezoned for single-family homes further reducing the potential density of the PD.

The impact on open space is minimal. The combined acreage of the two parcels is 0.54 acres and there are more than 62 acres of open space in the PD.

## **Tiffany Coleman**

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**From:** Brenda Logan <Brenda@Logan.com>  
**Sent:** Tuesday, August 01, 2017 5:56 PM  
**To:** Tiffany Coleman  
**Subject:** Case AMPD 6-17-18572

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

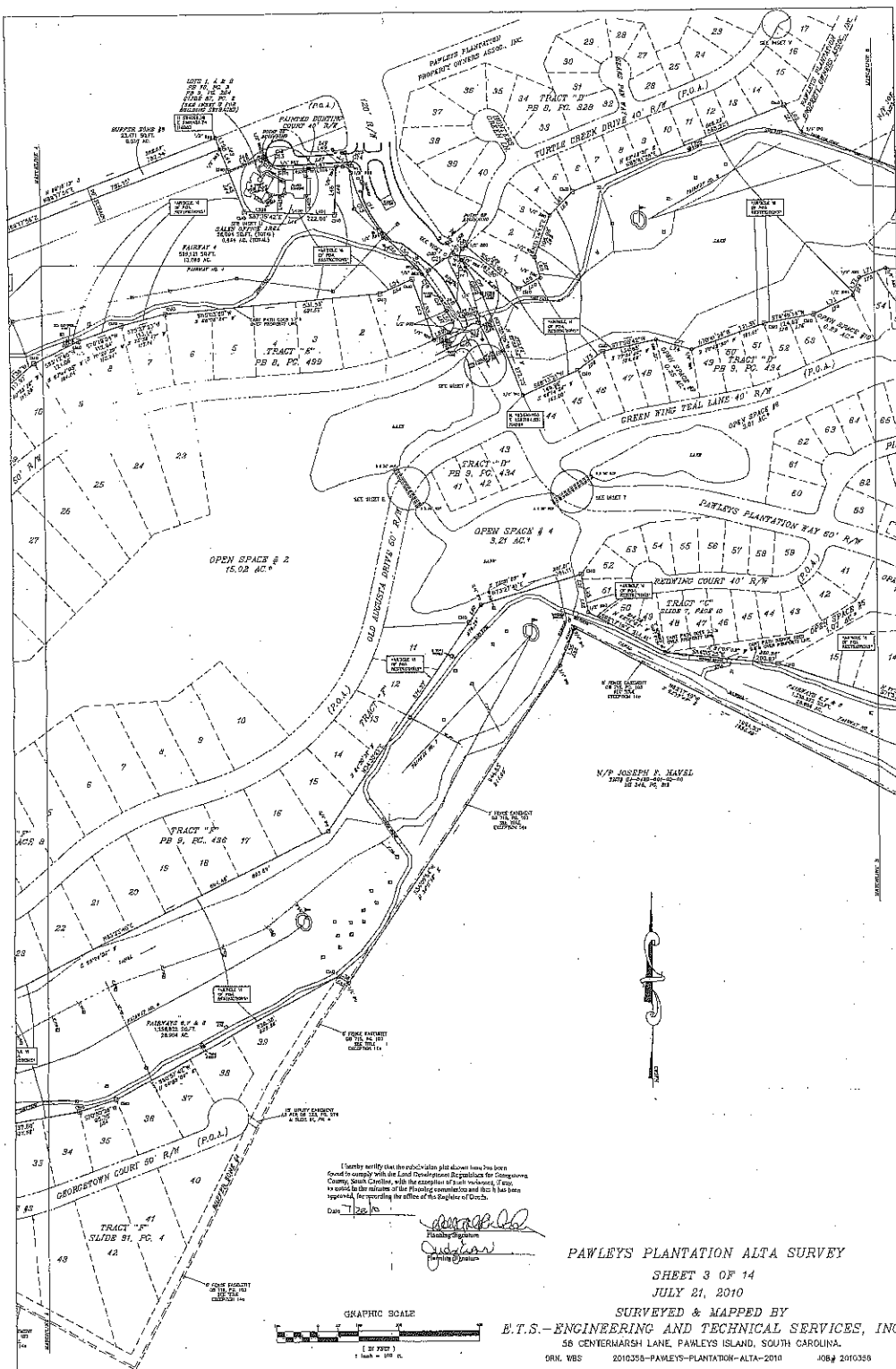
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.  
Brenda Logan

Sent from iPhone 6s Plus

## Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.







## Wetland Delineation of

### *Pawleys Plantation* Phase 2 - Lots 48A & 53A

Georgetown County, South Carolina  
portions of TMS# 04-0418-014-00-00

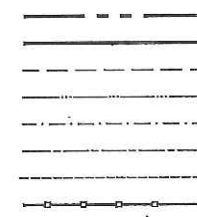
#### Notes

1. Potential wetland/non-wetland areas depicted here on have not been verified by the US Army Corps of Engineers. Areas depicted as wetlands were identified using the 1987 Wetland Delineation Manual in conjunction with the Atlantic and Gulf Coastal Plain Region Supplement. Prior to any land disturbing activities, a final jurisdictional determination should be obtained from the US Army Corps of Engineers.
2. Boundary information taken from Georgetown County GIS/Tax Parcel information.
3. Onsite inspection was conducted on 2-24-17.

#### Legend

##### Line Legend

Boundary (surveyed)  
Boundary (not surveyed)  
Adjacent Boundary  
Right of Way  
Tributary  
Non-Aquatic Feature  
Dirt Road  
Bulkhead.



##### Hatch Legend

Wetland  
Waters  
Critical Area/Section 10



##### Symbol Legend

Data Point  
Photo Point  
Property Corner



Prepared For  
Job #  
Date

Pawleys Plantation POA  
01742-17010  
2-22-17

#### Graphic Scale

100' SCALE IN FEET 0 100'

the  
**BRIGMAN**  
**COMPANY**

wetland consulting - forest management - land surveying

P.O. Box 1532 - Conway, SC 29528 - p(843) 248-9388 f(843) 248-9596



Pawleys Plantation  
Property Location  
AMPD 6-17-18572

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Pawleys Plantation

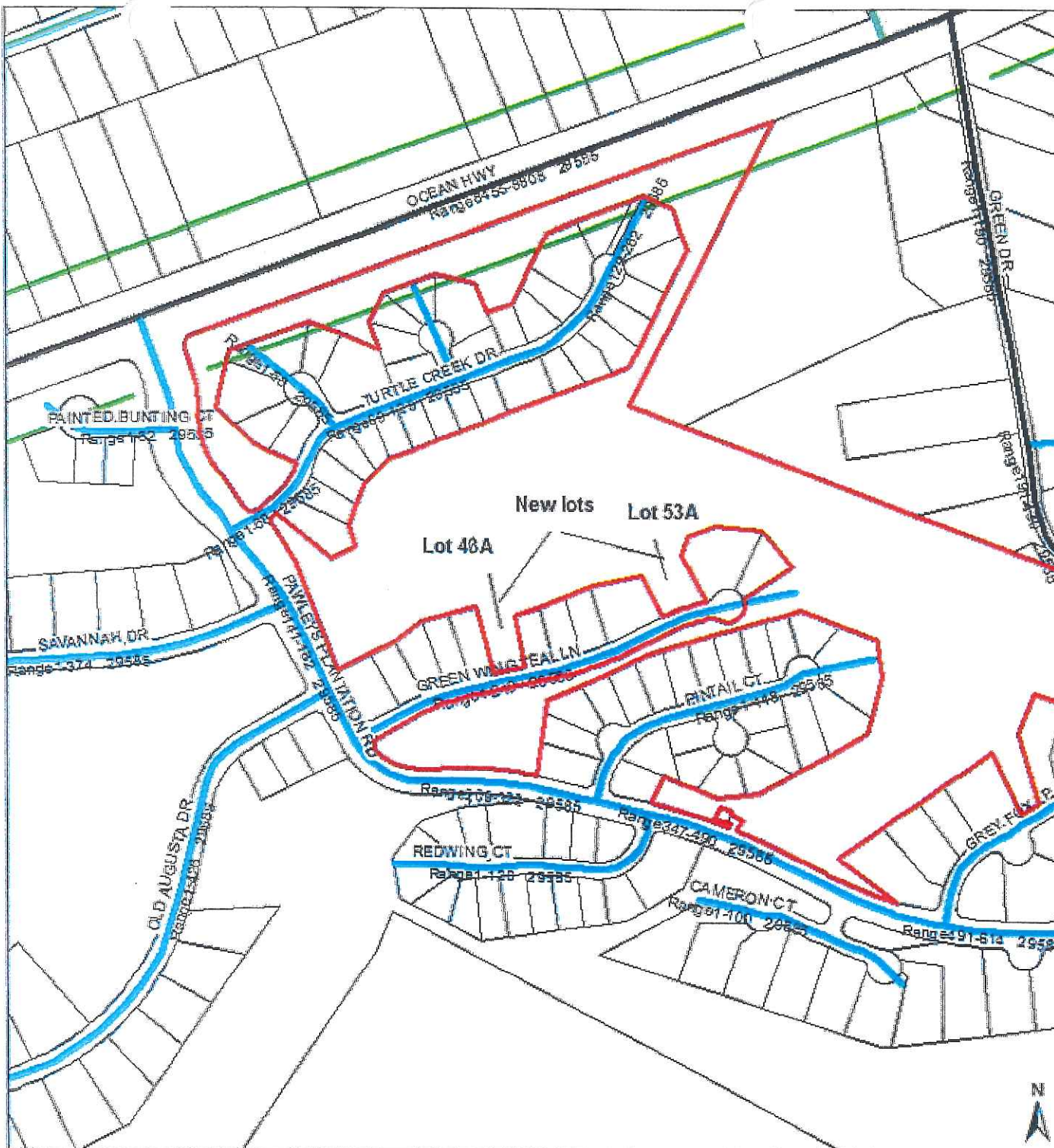
Lot Lines

Railroads

Landmarks

90' setback

Municipalities

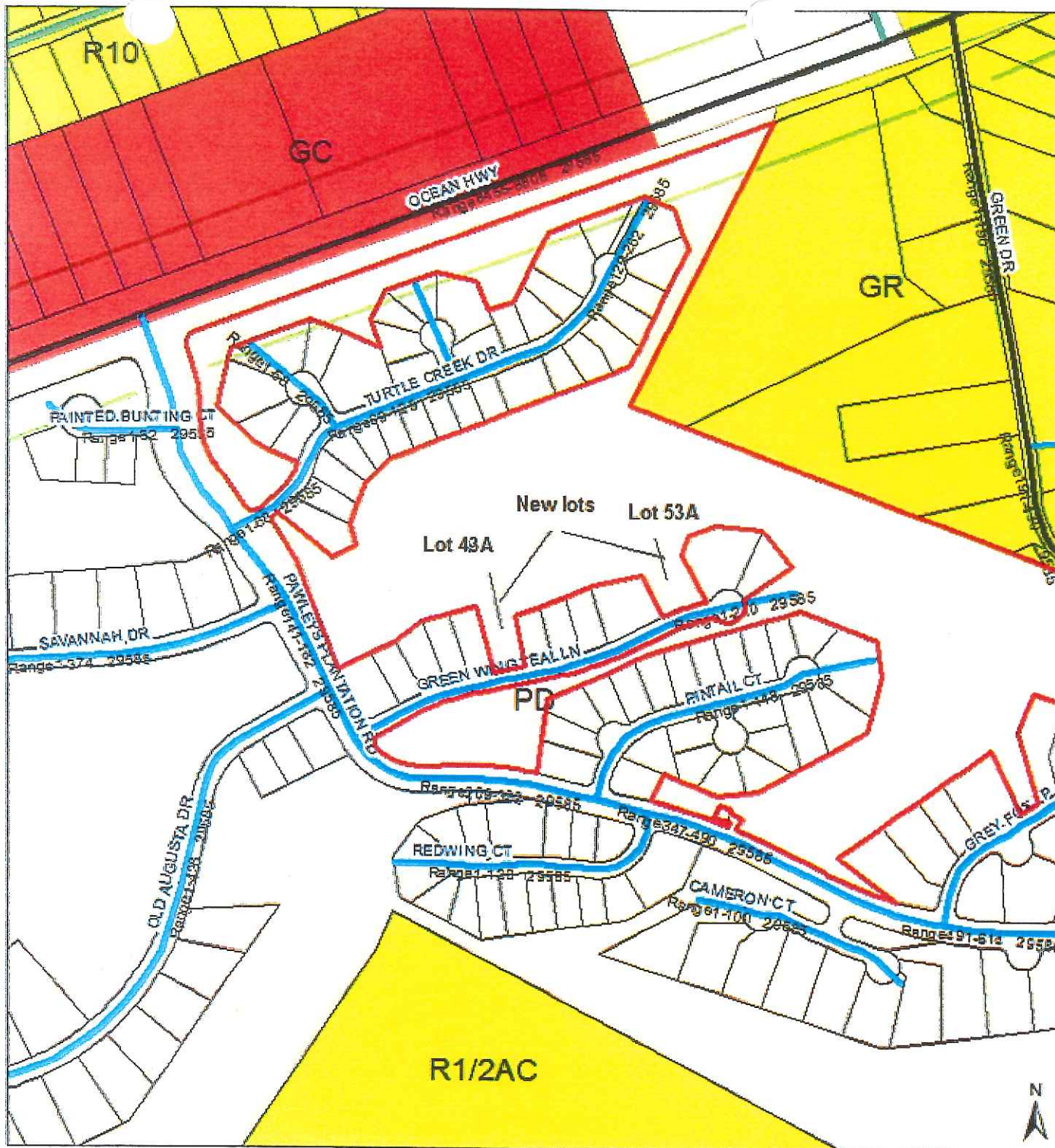


0 112.5 225 450 675 900 Feet

**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.



**Pawleys Plantation  
Property Zoning  
AMPD 6-17-18572**



0 112.5 225 450 675 900 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.



Pawleys Plantation  
Property Aerial  
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Med

RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 112.5 225 450 675 900 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 Pawleys Plantation Property Owners Association to amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. The PD is located east of Ocean Hwy approximately 557 feet south of Hagley Drive in Pawleys Island. TMS# 04-0418-014-00-00. Case Number AMPD 6-17-18572.

The Planning Commission will be reviewing this request on **Thursday, August 17, 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: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*



## **Tiffany Coleman**

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**From:** Brenda Logan <Brenda@Logan.com>  
**Sent:** Monday, September 18, 2017 9:17 PM  
**To:** Tiffany Coleman  
**Subject:** Planning Commission

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

TMS 04-0418-014-00-00  
Case AMPD 6-17-18572

The proposed "added" lots 48A and 53A in Pawleys Plantation are WETLANDS. They should NEVER be developed in any way. Please deny this petition and help preserve the small amount of wetlands remaining here. This petition is a frivolous, fraudulent, unnecessary and destructive idea. I strongly protest.

Brenda Logan  
62 Turtle Creek Drive  
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.  
Redirecting or relocating the swale on the parcel between lots 48D and 49D is not feasible. The plan is to install catch basins on either side of the street and drain storm water to an adjacent pond across from the proposed lot. There location of the catch basins will have no impact on the value of the neighboring lots.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.  
Pending a survey, we anticipate creating a 15-foot drainage easement incorporating the existing swale. There may be a need to do some minor work to straighten it for appearance and so that it can more easily be maintained. Again, there will be no devaluation of the property values of the adjacent lots.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.  
The swale in question is the swale discussed in Paragraph 1. The Covenants and Restrictions reference is to an Article in that document that prohibits home owners from interfering with storm water drainage in a drainage easement along their property line. It does not preclude the POA eliminating a swale and replacing it with an alternative drainage system. Also, there is no easement associated with this swale.

4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.  
According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

The other eight parcels, 0.4 acres total, are 15-ft wide strips between individual lots which the POA wishes to deed to an adjacent lot owner(s). Planning has determined that deeding these spaces will constitute minor revisions to the PD.

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.  
The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.  
Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

Owners of adjacent lots have suggested they may wish to buy all of a portion of the potential lot adjacent to their property. Otherwise, there have no offers to sell, no offers to purchase, and there are no agreements or contracts.



Ms. Jenifer K. Lachicotte  
10555 Ocean Highway, Suite C  
Pawleys Island, South Carolina 29585

October 18, 2017

Mr. Steve Goggans  
P. O. Box 1859  
Pawleys Island, SC 29585

Dear Mr. Goggans,

I appreciate your time and attention regarding Pawleys Plantation Property Owners Association's plan (PP POA) to rezone a currently designated "green/open space." I purchased Lot #48 on Green Wing Teal in November 2016 to build my forever home. The green/open space to the north was a major consideration for purchasing this 1/5 of an acre. This space was to be the perfect backdrop for my modest low country home with a sleeping porch. I was assured during the real estate transaction that the golf course owned the adjoining lot as green/open space. To verify this information I did a county tax record search. To date, "[qPublic.net](#)" for Georgetown County Tax Record Search lists the owner of these green/open/wetland spaces as Founders National Golf LLC. There is no online documentation that these 2 proposed lots were ever deeded to PP POA.

As a property owner in a Plan Development, I am committed to supporting the Covenants and Restrictions set forth by the board. In August 2017, the board sent out a proxy to the homeowners to change the rules allowing them to sell the 2 proposed lots. The residents, whose assessments were significantly increased after Hurricane Matthew, approved this proxy. The POA has been asked on several occasions to provide receipts for maintenance as well as a drainage proposal for these two lots. No documentation has ever been provided to the homeowners.

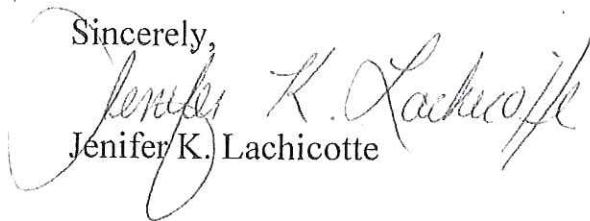
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 for my current rental home, which could be applied towards my mortgage payments.

Throughout these proceedings, you will hear about drainage issues and how these two lots will challenge an already compromised drainage system. While this is true, the major issue is a promise broken by the POA. This amended promise has caused an undue financial and emotional hardship.

I have attached an editorial by Charles Swenson with the Coastal Observer with which I wholeheartedly agree.

You may contact me at [jlachicotte@gmail.com](mailto:jlachicotte@gmail.com) or 843-240-9060.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is fluid and elegant, with the first name "Jennifer" being more prominent than the last name.

Jenifer K. Lachicotte



October 3, 2017

Dear

*Mr. Steve Goggans*

Thanks for taking the time to read my letter. I had some things for you to think about and didn't want to take floor time at the meeting. This is in regards to our POA at Pawley's Plantation asking your group for approval to amend the PUD to add an additional 2 single family lots to the PD.

We bought our property in 1988. The lot offered us privacy and a lovely view of the golf hole #3 across the lake. The property adjacent to my lot was "wetlands/open space" never to be built on, as stated by a Pawley's Plantation representative at the time of our purchase. We liked it here so much we bought the lot to the right of our home.

Since then over the 20 years or more we have lived here, the Plantation has been sold twice, once to Myrtle Beach National and then to the Founders Group ( Chinese investors). The POA acquired for a small fee 15 "open spaces" from which 8 "open spaces" (15 feet each) were to be deeded to the adjacent home or lot owner for no fee, and 2 "open spaces" were to be converted into buildable lots. Both these lots are on the street where we reside. The "open space" next to my property not only became NOT wetlands nor "open space" but a buildable lot. We felt strongly, that if this lot was built on, it would have effect on our ongoing drainage issues due to the loss of the undeveloped land and tree absorption of storm rains. I hope you can see that a small thing to some folks could very well be a major loss in property value to my family.

I could go on about my three sons and grandkids raised here, learning golf here and counseling them at the "Noble House" during porch time with dad/granddad. Under the circumstances I'm not sure they would want to deal with it when my wife and I are gone, and at 85 I'm not happy about starting over.

Additionally, I understand you are being asked to "redo the PUD" as noted in the planning meeting by one of the members .It has also been noted that redoing a PUD after being unchanged for over two decades could have unintentional consequences without a vetting. Recently it was quoted to us in a POA letter "it would be a major change to our planned development".

In 1988, when we signed our contract, we read that 7.4 % of the land was set aside as "open space" as desired by the developer. I now can't help but wonder what the percentage of "open space" would be after the POA gets rid of the eight "open spaces" and converts the other two "open spaces" to patio size buildable lots, each one with adjacent important drainage easements at one side of the respective property line. Would then our "open spaces" be purely what is presently developed "open space" (tennis courts, swimming pools, future dog park, golf course), and sadly now, very little natural "open space"?

I can only hope in your good conscience you will not allow this to happen.

Paul Noble

*Many Thanks*

*Paul Noble*

Lady and Gentlemen,

I am here representing the Pawleys Plantation Property Owners Association soliciting your approval of Ordinance No. 2017-23 a request to change the land use designation of two parcels on Green Wing Teal Lane in Pawleys Plantation from Open Space to single family housing.

I would like to add some comments to Paragraph 3 and Paragraph 12 of the Points to Consider section of the Agenda Request Form.

Paragraph 3 states in part that the POA wishes to provide additional income to be used for maintenance elsewhere on the property. In October last year, Hurricane Matthew left us with a \$200,000 storm clean-up bill. Because we are a gated community, we got no help from FEMA. The money for this came from the Association's Reserve Account, depleting the account by some 30 percent. As a result, the dues assessment for each property owner was increased this year to rebuild the reserves over the next five to seven years to a level recommended by a reserve study conducted in 2006. The estimated net proceeds from the sale of these two lots would replace some 60 to 70 percent of this cost and relieve the 631 property owners of the majority of the dues increase or at least allow it to be removed earlier. As stated in Paragraph 9, in a special meeting of the POA membership held on August 28 of this year, 80 percent of the quorum voted in favor of allowing the sale of these parcels.

Paragraph 12 alludes to comments by four homeowner's concerns about potential impact on existing drainage problems and the minutes of the Planning Commission Meeting reflect that those concerns influenced the decision to deny the request. In the attachments there is a statement from Engineering and Technical Services stating that the only impact on the current drainage in Pawleys Plantation result from impervious surface associated with two additional home sites. To put this in perspective, there are currently more than three miles of roadway and the impervious surface of 150 developed home sites, with 18 more to be developed, contribute storm water drainage to more than 11 acres of pond. The impervious surface is currently estimated to be more 600,000 square feet. The addition of two home sites with an estimated maximum combined 8,000 square feet of impervious surface will have insignificant impact on the existing storm water drainage.

In regard to the legal issues noted in the meeting minutes, Georgetown County Planning has already stated that the requested revision to the PD meets all legal requirements.



**NATE FATA, P.A.**

ATTORNEY AT LAW

P.O. Box 16620  
THE COURTYARD, SUITE 215  
SURFSIDE BEACH, SOUTH CAROLINA 29587  
TELEPHONE (843) 238-2676  
TELECOPIER (843) 238-0240  
NFATA@FATALAW.COM

**VIA EMAIL**

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Paul & Joan Noble, 181 Green Wing Teal, Pawleys Island, SC 29585

Dear Ms. Richardson:

I represent Mr. and Mrs. Paul Noble ("Noble") who own a patio home in Pawleys Plantation. They purchased their property next to "Open Space" No. 10 in 1988. They have resided in their home since 1994. They object to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

**1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.**

**A. The Application is incomplete and should be denied.**

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

**B. Open Space No. 9 and 10 are subject to a perpetual easement.**

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's easement rights in the Open Spaces vested in 2010. Noble has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

**C. Any amendment to the Covenants requires approval by 67% of the total membership.**

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The language in the Third Amended Covenants is identical. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot)
- 3 miscellaneous properties (vacant properties at the main entrance)

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.



**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

**D. Patio Home Restrictions preclude a home site.**

My clients have a patio home. Please see attached photos. The covenants for patio homes on Green Wing Teal require that windows be on just one side of the home and not looking into the windows of another patio home. It is impossible to construct a patio home on Open Space 10 without having windows either facing my clients' side wall window's or the side wall windows on the home to the left (south) of Open Space No. 10. In other words, no home can be placed on Open Space 10 with a side window wall. Any such construction will violate the applicable Covenants, Article VIII, and my client's reasonable expectation of privacy. I am enclosing a copy of the patio home covenant sections for your review.

**2. The proposed modification will exacerbate existing drainage issues.**

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my clients' home and a pond is on the other side of Green Wing Teal, further up the street. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my clients and other homeowners.

**3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.**

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

**4. The proposed modification will unnecessarily increase density.**

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

Since 1994, my clients have resided next to Open Space No. 10 with the reasonable expectation that it would not be developed and that the density on their street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

I look forward to seeing County Council on Tuesday evening to further address my clients' objections to this proposed change in the PUD.

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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201000005451  
Filed for Record in  
GEORGETOWN SC  
WANDA PREVATTE, REGISTER OF DEEDS  
06-15-2010 At 02:43 pm.  
REST COVE 53.00  
Book 1494 Page 1820- 234



Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

**Section 9 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 10 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 11 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 12 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 13 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

**Section 14 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 15 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 16 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

**Section 17 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 18 – “Subsequent Amendment”** shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

**Section 19 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

## ARTICLE II

### Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

**Section 1 – Existing Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit “A”.

not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

**Section 3 – Capital Improvements.** Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 (\$5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

**Section 4 – Capital Contribution.** When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

**Section 5 – Annual Assessments.** The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.



**Section 2 – Amendment.** The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION  
ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 -- “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 – Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 – Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 – Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 – Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 – Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 – Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V



appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## ARTICLE IX

### Covenant for Maintenance Assessments

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## ARTICLE XVII

### Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## ARTICLE XVIII

### General Provisions

**Section 1 – Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 2 – Amendment.** The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation





From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

---

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Per Association)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes. The paper then moves on to discuss the challenges of conducting research in culturally diverse settings. It notes that researchers often face difficulties in finding appropriate research methods and in interpreting the data they collect. To address these challenges, the paper suggests that researchers should adopt a more flexible and open-minded approach to their research. This involves being willing to learn from the community and to adapt their research methods as needed. The paper also emphasizes the importance of building trust and rapport with the community. This is essential for ensuring that the research is conducted in a respectful and ethical manner. Finally, the paper concludes by noting that while there are many challenges to conducting research in culturally diverse settings, it is also an opportunity to gain valuable insights into the lives of people from different cultures. By taking the time to understand and appreciate these differences, researchers can make a significant contribution to the field of education and to the well-being of the communities they study.

















**NATE FATA, P.A.**  
ATTORNEY AT LAW

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TELECOPIER (843) 238-0240  
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**VIA EMAIL**

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

**1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.**

**A. The Application is incomplete and should be denied.**

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

**B. Open Space No. 9 and 10 are subject to a perpetual easement.**

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's



**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

easement rights in the Open Spaces vested in 2016. Lachicotte has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

**C. Any amendment to the Covenants requires approval by 67% of the total membership.**

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The Third Amended Declaration contains the identical language. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot)
- 3 miscellaneous properties (vacant properties at the main entrance)

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.

**2. The proposed modification will exacerbate existing drainage issues.**

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my client's lot and a pond is across the street on the other side of Green Wing Teal. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my client and other homeowners.

**3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.**

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

**4. The proposed modification will unnecessarily increase density.**

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

My client purchased her lot next to Open Space No. 9 with the reasonable expectation that the "Open Spaces" would not be developed and that the density on her street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

I look forward to seeing County Council on Tuesday evening to further address my client's objections to this proposed change in the PUD.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



the 1990s, the number of people in the world who are under 15 years of age has increased from 1.1 billion to 1.5 billion, and the number of people aged 65 and over has increased from 0.5 billion to 0.7 billion (United Nations 2002).

There is a growing awareness of the need to address the needs of the young and the old. The United Nations has developed the Millennium Development Goals (MDGs) to address the needs of the world's population by the year 2015. The MDGs are a set of eight goals that are designed to address the most pressing development issues of the world. The goals are: to eradicate poverty, to achieve universal primary education, to promote gender equality, to reduce child mortality, to improve maternal health, to combat HIV/AIDS, malaria and other diseases, to ensure environmental sustainability, and to develop a global partnership for development (United Nations 2002).

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**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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Book 1494 Page 1820- 234

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Article XXII - The Association's Rights

27

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31

Exhibit "A"

33

Exhibit "B"

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

Section 9 – “Lot Improvements” shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 10 – “Member” shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 11 – “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 12 – “Patio Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 13 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section I hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

Section 14 – “Setback” shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 15 – “Setback Line” shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 16 – “Special Assessment” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

Section 17 – “Structure” shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 18 – “Subsequent Amendment” shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

Section 19 – “Voting Member” shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

## ARTICLE II

### Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

Section 1 – Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit “A”.



not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## **ARTICLE VIII**

### **Special Restrictions Affecting Patio Homesites**

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

**Section 3 – Capital Improvements.** Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 (\$5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

**Section 4 – Capital Contribution.** When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

**Section 5 – Annual Assessments.** The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

**Section 2 – Amendment.** The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION  
ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 – “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 -- Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 -- Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 -- Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 -- Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 -- Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 -- Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions to shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to



prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## ARTICLE IX

### Covenant for Maintenance Assessments

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## **ARTICLE XVII**

### **Binding Arbitration**

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## **ARTICLE XVIII**

### **General Provisions**

**Section 1 – Severability.** Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 2 – Amendment.** The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## **ARTICLE XIX**

### **Amendment of Third Amended Declaration Without Approval of Owners**

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation





From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

---

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Perthamling)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.





















Item Number: 16.b  
Meeting Date: 6/26/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

**CURRENT STATUS:**

Second Reading

**POINTS TO CONSIDER:**

Liberty Georgetown Steel will invest \$16.6 million within the investment window (year 1-5) and maintain the statutory minimum thereafter. The company will maintain an employment level of a minimum of 150 employees.

**FINANCIAL IMPACT:**

Assessment ratio of 6% with locked millage rate for 20 years.

**OPTIONS:**

1. Adopt Ordinance No. 2018-07.
2. Do not adopt Ordinance No. 2018-07.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Ordinance No. 2018-07.

*NOTE: A motion to amend will be required at 2nd reading to incorporate ordinance text, as the ordinance was introduced by title only.*

**ATTACHMENTS:**

| Description  | Type            |
|--|-----------------|
| ▢ Ordinance No 2018-07 - Authorizing the Execution of a FILOT with Liberty Steel | Ordinance       |
| ▢ Liberty Steel Georgetown Fee Agreement   | Backup Material |

**ORDINANCE NO. 2018-07**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, GEORGETOWN COUNTY, SOUTH CAROLINA** (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated \_\_\_\_\_, 2018 (the “*Inducement Agreement*”) with Liberty Steel Georgetown, Inc., a Delaware corporation (the “*Company*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute and an expansion of the Company’s existing facilities in the County for the manufacture of coiled wire rod and other products (collectively, the “*Project*”); and

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately at least \$16,600,000.00 in the County and the expected creation and maintaining of approximately 150 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

**WHEREAS**, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “*Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and



**WHEREAS**, pursuant to the Inducement Agreement, the County has agreed to, among other things, enter into a Fee in Lieu of Tax Agreement with the Company (the ***“Fee Agreement”***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project; and

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

**WHEREAS**, the County and ISG Georgetown, Inc. entered into an Inducement and Millage Rate Agreement dated as of August 10, 2004 (the ***“2004 Inducement Agreement”***) to provide for the establishment and location of an additional “Project” in the County pursuant to the terms of the FILOT Act (the ***“2004 Project”***); and

**WHEREAS**, pursuant to the 2004 Inducement Agreement, the County Council enacted on December 20, 2005 an Ordinance (hereinafter the ***“2005 Fee Ordinance”***) to authorize the County to enter into certain agreements and transactions contemplated in the Inducement Agreement with ISG Georgetown, Inc., including, but not limited to, a fee-in-lieu of tax agreement relating to the 2004 Project; and

**WHEREAS**, in furtherance of the 2004 Project and in accordance with the terms of the 2004 Inducement Agreement and the 2005 Fee Ordinance, the County and ISG Georgetown, Inc. executed and delivered that certain Fee in Lieu of Tax Agreement dated as of December 20, 2005 (hereinafter the ***“2005 Fee Agreement”***); and

**WHEREAS**, in connection with one or more merger(s), stock sale(s), or corporate reorganization(s), ISG Georgetown, Inc. subsequently changed its corporate name to Arcelormittal Georgetown, Inc., and has again changed its name to Liberty Georgetown Steel, Inc. (the name of the Company); and,

**WHEREAS**, to the extent that the above described merger(s), stock sale(s), or corporate reorganization(s) (hereinafter the ***“Transfers”***) require consent of the County under the 2005 Fee Agreement and/or the Transfer Provisions (as such term is defined therein) in order for the 2005 Fee Agreement and the benefits provided to the Company thereunder to continue with and/or be assigned or transferred to the Company following such Transfers, the County desires to grant such consent; and,

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will

subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Georgetown County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of the Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project site to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Multi-County Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project site in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The County hereby consents to the Transfers and to the continuation of the 2005 Fee Agreement in the name of and for the benefit of the Company; provided, however, that in so consenting the County has not waived any default or breach under the 2005 Fee Agreement or otherwise waived any rights or remedies it may have thereunder.

Section 6. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2018.

**GEORGETOWN COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman of County Council

Attest:

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

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018  
Public Hearing: \_\_\_\_\_, 2018

**STATE OF SOUTH CAROLINA**

**COUNTY OF GEORGETOWN**

I, the undersigned Clerk to County Council of Georgetown County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2018, \_\_\_\_\_, 2018, and \_\_\_\_\_, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_

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

Dated: \_\_\_\_\_, 2018



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**FEE IN LIEU OF TAX  
AGREEMENT**

Between

**GEORGETOWN COUNTY, SOUTH CAROLINA**

and

**LIBERTY STEEL GEORGETOWN, INC.**

\_\_\_\_\_  
Dated as of \_\_\_\_\_, 2018  
\_\_\_\_\_

---

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## SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

|                              |   |  |                      |
|------------------------------|---|--|----------------------|
| <b>Company Name:</b>         | <b>Liberty Steel Georgetown, Inc.</b>   | <b>Project Name:</b>                       | <b>Liberty Steel</b> |
| <b>Projected Investment:</b> | <b>\$25,600,000.00</b>  | <b>Projected Jobs:</b>                     | <b>220</b>           |
| <b>Location (street):</b>    | <b>420 South Hazard Street</b>  | <b>Tax Map Nos.:</b>                       | <b>See Exhibit A</b> |
| <b>1. FILOT</b>              |   |  |                      |
| Required Investment:         | \$16,600,000.00   |  |                      |
| Investment Period:           | 5 years   | Ordinance No./Date:                        |                      |
| Assessment Ratio:            | 6.0%  | Term (years):                              | 20 years             |
| Fixed Millage:               | 293.5   | Net Present Value (if yes, discount rate): |                      |
| Clawback information:        | Company must invest the Contract Minimum Investment Requirement of \$16,600,000.00 during the Investment Period and maintain the FILOT Act Minimum Requirement thereafter. Must hire and thereafter maintain 150 new full-time employees in the County. |  |                      |
| <b>2. MCIP</b>               |   |  |                      |
| Included in an MCIP:         | New MCIP to be established.   |  |                      |
| If yes, Name & Date:         |   |  |                      |
|                              |   |  |                      |
| <b>3. SSRC</b>               |   |  |                      |
| Total Amount:                | N/A   |  |                      |
| No. of Years                 | N/A   |  |                      |
| Yearly Increments:           | N/A   |  |                      |
| Clawback information:        | N/A   |  |                      |
| <b>4. Other information</b>  |   |  |                      |



## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2018 by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Georgetown County Council (the “*County Council*”) as the governing body of the County, and **LIBERTY STEEL GEORGETOWN, INC.**, a corporation organized and existing under the laws of the State of Delaware (the “*Company*”).

### RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of coiled wire rod and related products.

3. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

5. By enactment of an Ordinance on \_\_\_\_\_, 2018, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all as further described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

## DEFINITIONS

### Section 1.01    Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

***“Administration Expenses”*** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

***“Affiliate”*** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

***“Code”*** shall mean the Code of Laws of South Carolina 1976, as amended.

***“Commencement Date”*** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

***“Company”*** shall mean Liberty Steel Georgetown, Inc., a Delaware corporation, the Landlord and Operating Company, and, subject to the provisions of Section 5.09 hereof, any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

***“Condemnation Event”*** shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$16,600,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

***“County”*** shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

***“County Administrator”*** shall mean the Georgetown County Administrator, or the person holding any successor office of the County.

**“County Assessor”** shall mean the Georgetown County Assessor, or the person holding any successor office of the County.

**“County Auditor”** shall mean the Georgetown County Auditor, or the person holding any successor office of the County.

**“County Council”** shall mean Georgetown County Council, the governing body of the County.

**“County Treasurer”** shall mean the Georgetown County Treasurer, or the person holding any successor office of the County.

**“Defaulting Entity”** shall have the meaning set forth for such term in Section 6.02(a) hereof.

**“Deficiency Amount”** shall have the meaning set forth for such term in Section 4.03(a) hereof.

**“Department”** shall mean the South Carolina Department of Revenue.

**“Diminution in Value”** in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

**“Economic Development Property”** shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

**“Equipment”** shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

**“Event of Default”** shall mean any event of default specified in Section 6.01 hereof.

**“Exemption Period”** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

**“Fee Agreement”** shall mean this Fee in Lieu of Tax Agreement.

**“FILOT”** or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

**“FILOT Act”** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“FILOT Act Minimum Investment Requirement”*** shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

***“Improvements”*** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

***“Investment Period”*** shall mean, and shall be equal to, the Standard Investment Period.

***“Land”*** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

***“MCIP Act”*** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“MCIP Agreement”*** shall mean the Agreement for Development of Joint Industrial and Business Park (Liberty Steel Georgetown, Inc.) dated as of \_\_\_\_\_, 2018, as amended, between the County and \_\_\_\_\_ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

***“MCIP”*** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

***“Minimum Job Requirement”*** shall mean, with respect to the Project, 150 new full-time jobs created and thereafter maintained by the Company.

***“Phase”*** or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

***“Project”*** shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

***“Removed Components”*** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

***“Replacement Property”*** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of



whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

**“Sponsor Affiliate”** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

**“Standard Investment Period”** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

**“State”** shall mean the State of South Carolina.

**“Termination Date”** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

**“Transfer Provisions”** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

#### Section 1.02    Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

### **Section 2.01 Representations, Warranties, and Agreements of the County**

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 293.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2017, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments.

### **Section 2.02 Representations, Warranties, and Agreements of the Company**

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State, has the power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacture of coiled wire rod and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement and Minimum Job Requirement within the Investment Period.

[End of Article II]

## COMMENCEMENT AND COMPLETION OF THE PROJECT

### Section 3.01    The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Minimum Job Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20\_\_.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

### Section 3.02    Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

### Section 3.03    Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]



## **FILOT PAYMENTS**

### Section 4.01    FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6.0%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 293.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 [Intentionally Omitted]

Section 4.03 Failure to Achieve Minimum Investment Requirement or Minimum Job Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement or Minimum Job Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certifications as to investment in the Project as well as the adherence to the Minimum Job Requirement. Such certifications shall be in substantially the forms attached hereto as Exhibit B and Exhibit C, respectively, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to

the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05    FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

#### Section 4.06    Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

## **PARTICULAR COVENANTS AND AGREEMENTS**

### **Section 5.01 Cessation of Operations**

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

### **Section 5.02 Rights to Inspect**

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

### **Section 5.03 Confidentiality**

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.



#### Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

#### Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

#### Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

#### Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

#### Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the

obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

#### Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

#### Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form set forth as Exhibit D attached hereto. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act. [The Company hereby designates as a Sponsor Affiliate \_\_\_\_\_, a \_\_\_\_\_.]

[End of Article V]



## **DEFAULT**

### Section 6.01    Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

### Section 6.02    Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies

that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

## MISCELLANEOUS

### Section 7.01    Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Liberty Georgetown Steel, Inc.

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to the County:

Georgetown County

Attn: County Administrator

129 Screven Street

Georgetown, SC 29442

And a copy to:

McNair Law Firm, P.A.

Attn.: Brandon T. Norris

104 S. Main Street, Suite 700

Greenville, SC 29601

### Section 7.02    Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

### Section 7.03    Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

### Section 7.04    Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

### Section 7.05    Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

### Section 7.06    Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

### Section 7.07    Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

### Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

### Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party



hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11    Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12    Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**GEORGETOWN COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Chairman of County Council

By: \_\_\_\_\_  
County Administrator

**ATTEST:**

\_\_\_\_\_  
Clerk to County Council of  
Georgetown County, South Carolina

*[Signature Page 1 to Fee in Lieu of Tax Agreement]*

LIBERTY GEORGETOWN STEEL, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Tax Agreement]*

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **TRACT ONE:**

**Parcels 1 through 9**, inclusive, on a map entitled "Map Showing the Property in the City of Georgetown owned by Georgetown Steel Corporation" dated September 2, 1987, prepared by Samuel M. Harper, R.L.S., and recorded in the Office of the Register of Deeds for Georgetown County, South Carolina in Plat Book 9 at Page 133.

#### **ALSO:**

**Parcel 14:** All that certain piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, containing 1.58 acres as shown on a plat of "Survey of 1.58 acres of land to be conveyed to Georgetown Steel Corporation, Located in the City of Georgetown, Surveyed for Georgetown Steel Corporation", dated October 25, 1988 and prepared by Samuel M. Harper, R.L.S., and recorded in the office of the Register of Deeds for Georgetown County in Plat Slide 15 at Page IB.

TMS# 05-0026A-001-00-00; #05-0026A-002-00-00; #05-0025-059-03-00; #05-0028- 022-01-00; #05-0025-025-00-00; #05-0025-0047-00-00; #05-0025-048-00-00; #05-0025- 057-00-00; #05-0025-053-00-00; #05-0025-052-00-00; #05-0025-006-00-00; #05-0025- 007-00-00; #05-0025-008-00-00; 05-0026-085-00-00; 05-0026-119-00-00; 05-0028-022-00-00;

#### **ALSO:**

#### **TRACT TWO:**

**Parcels 1, 3 and 5, containing 4.80, 2.87 and 7.93 acres**, respectively, acquired from Cytec Industries, Inc., on March 7, 1996 and shown on map entitled "Map of 40.44 Acres in the City of Georgetown and Georgetown County Surveyed for Cytec Industries, Inc.," by J. Luckey Sanders, R.L.S., dated December 14, 1995, revised February 28, 1996 and recorded in the Office of the ROD for Georgetown County, South Carolina in Plat Slide 194, Page 5.

TMS# 05-0028-023-01-00 (Parcels 1, 3 and Portion of Parcel 5);

TMS# 01-0439-003-01-00 (Portion of Parcel 5)

The above parcels being premises conveyed unto ISG Georgetown Inc. by deed of Georgetown Steel Company LLC dated June 18 2004 and recorded on June 18, 2004 in Deed Book 1526 at page 143 in the Office of the ROD for Georgetown County.



**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of \_\_\_\_\_, 2018 between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT C**

**MINIMUM JOB REQUIREMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of \_\_\_\_\_, 20\_\_ between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The full-time jobs created by the Company in Georgetown County with respect to the Project during the calendar year ending December 31, 20\_\_ was \_\_\_\_\_.

(2) The cumulative total full-time jobs created and maintained by the Company in Georgetown County with respect to the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

EXHIBIT D

FORM OF JOINDER AGREEMENT

Reference is hereby made to that certain Fee Agreement effective as of \_\_\_\_\_, 2018 (“Fee Agreement”), between Georgetown County, South Carolina (“County”) and Liberty Georgetown Steel, Inc. (“Company”).

1. **Joinder to Fee Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement, and (b) acknowledges and agrees that: (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Sections 12-44-30(19), 12-44-30(20) and 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. **Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. **Notice.** Notices under Section 7.01 of the Fee Agreement shall be sent to:

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

ARCELORMITTAL GEORGETOWN, INC.

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

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

\_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

Item Number: 16.c  
Meeting Date: 6/26/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

**CURRENT STATUS:**

Second Reading

**POINTS TO CONSIDER:**

Georgetown County, South Carolina and Williamsburg County, South Carolina are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties.

In order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A.

A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement.

Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park, which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others ("Georgetown Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

**FINANCIAL IMPACT:**

The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will

apply to any business enterprise locating in the Park.

**OPTIONS:**

1. Adopt Ordinance No. 2018-08.
2. Do not adopt Ordinance No. 2018-08.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Ordinance No. 2018-08.



*NOTE: A motion to amend will be required at 2nd reading to incorporate ordinance text, as the ordinance was introduced by title only.*

**ATTACHMENTS:**

| Description |  | Type            |
|-------------|--|-----------------|
| ▯           | Ordinance No 2018-08 Joint County Industrial Park with Williamsburg County | Ordinance       |
| ▯           | MCIP Agreement with Williamsburg County                                    | Backup Material |
| ▯           | Intergovernmental Agreement  | Backup Material |

ORDINANCE NO. 2018-08

AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

**WHEREAS**, Georgetown County, South Carolina (“Georgetown County”) and Williamsburg County, South Carolina (“Williamsburg County”, and Georgetown County and Williamsburg County collectively, the “Counties”) are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

**WHEREAS**, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the “Act”).

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

**Section 1:** Georgetown County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the “Park”) with Williamsburg County. The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A hereto as of the date hereof. The form of the Agreement for Development of Joint County Industrial and Business Park (Project Wilma) (the “Agreement”) shall be in substantially the form attached hereto as Exhibit B. The form, terms and provisions of the Agreement attached hereto as Exhibit B be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council of Georgetown County, and the Administrator of Georgetown County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Georgetown County. The Agreement is to be in substantially the form attached hereto as Exhibit B, or with such changes therein as shall be approved by the officials of Georgetown County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached hereto as Exhibit B.

**Section 2.** The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

**Section 3.** A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid

in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

**Section 4.** Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park (“Georgetown Park Revenues”), which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others (“Georgetown Participating Taxing Entities”) in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

**Section 5.** The administration, development, promotion, and operation of the Park shall be the responsibility of Georgetown County, provided, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

**Section 6.** In order to avoid any conflict of laws or ordinances between the Counties, Georgetown County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

**Section 7.** The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

**Section 8.** Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

**Section 9.** The Agreement may not be terminated except by concurrent ordinances of Georgetown County Council and Williamsburg County Council, in accordance with the terms of the Agreement.

**Section 10.** This Ordinance shall be effective after third and final reading and approval by Georgetown County Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

BY: \_\_\_\_\_  
Administrator  
Georgetown County, South Carolina

ATTEST:

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

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018  
Public Hearing: \_\_\_\_\_, 2018



Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;  
#05-0026A-002-00-00;  
#05-0025-059-03-00;  
#05-0028- 022-01-00;  
#05-0025-025-00-00;  
#05-0025-0047-00-00;  
#05-0025-048-00-00;  
#05-0025- 057-00-00;  
#05-0025-053-00-00;  
#05-0025-052-00-00;  
#05-0025-006-00-00;  
#05-0025- 007-00-00;  
#05-0025-008-00-00;  
#05-0026-085-00-00;  
#05-0026-119-00-00;  
#05-0028-022-00-00;  
#05-0028-023-01-00; and  
# 01-0439-003-01-00

Exhibit B

Agreement for Development of Joint County Industrial and Business Park

*[see attached]*

|                         |   |                              |
|-------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA | ) |                              |
|                         | ) | AGREEMENT FOR DEVELOPMENT OF |
| COUNTY OF GEORGETOWN    | ) | JOINT COUNTY INDUSTRIAL AND  |
|                         | ) | BUSINESS PARK (LIBERTY STEEL |
| COUNTY OF WILLIAMSBURG  | ) | GEORGETOWN, INC.)            |

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located in Georgetown County, South Carolina ("Georgetown County"), dated as of \_\_\_\_\_, 2018, is made and entered into by and between Georgetown County and Williamsburg County, South Carolina ("Williamsburg County", and Georgetown County and Williamsburg County collectively, the "Counties"), both political subdivisions of the State of South Carolina.

## RECITALS

**WHEREAS**, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of Georgetown County, there should be established in Georgetown County a joint county industrial and business park (the "Park"), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

**WHEREAS**, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

**3. Location of the Park.**

(A) The Park consists of property located in Georgetown County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinances of Georgetown County Council and Williamsburg County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Georgetown County Council and by Williamsburg County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Georgetown County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing.

(D) Notwithstanding the foregoing, for a period of thirty-five (35) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner thereof and the Counties and, if applicable, lessee of such parcel.

**4. Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Georgetown County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

**5. Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

|    |                     |      |
|----|---------------------|------|
| A. | Georgetown County   | 100% |
| B. | Williamsburg County | 0%   |



6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

|    |                     |     |
|----|---------------------|-----|
| A. | Georgetown County   | 99% |
| B. | Williamsburg County | 1%  |

Any payment by Georgetown County to Williamsburg County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Georgetown County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Williamsburg County more than Williamsburg County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Georgetown County and Williamsburg County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Georgetown County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in Georgetown County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County shall be identical to the percentage established for the allocation of revenue to Georgetown County pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Georgetown County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Williamsburg County agree that this Agreement may not be terminated by either party for a period of thirty-five (35) years commencing with the effective date hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

By: \_\_\_\_\_  
Administrator  
Georgetown County, South Carolina

(SEAL)

ATTEST:

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

WITNESS our hands and seals as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

CAROLINA

WILLIAMSBURG COUNTY, SOUTH

By:

\_\_\_\_\_  
County Supervisor  
Williamsburg County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council  
Williamsburg County, South Carolina



Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;  
#05-0026A-002-00-00;  
#05-0025-059-03-00;  
#05-0028- 022-01-00;  
#05-0025-025-00-00;  
#05-0025-0047-00-00;  
#05-0025-048-00-00;  
#05-0025- 057-00-00;  
#05-0025-053-00-00;  
#05-0025-052-00-00;  
#05-0025-006-00-00;  
#05-0025- 007-00-00;  
#05-0025-008-00-00;  
#05-0026-085-00-00;  
#05-0026-119-00-00;  
#05-0028-022-00-00;  
#05-0028-023-01-00; and  
# 01-0439-003-01-00

STATE OF SOUTH CAROLINA     )  
   )  
CITY OF GEORGETOWN             )     INTERGOVERNMENTAL AGREEMENT  
   )  
GEORGETOWN COUNTY            )

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) dated as of the \_\_\_\_ day of \_\_\_\_\_, 2018 is made and entered into by and between the City of Georgetown, South Carolina (the “City”) and Georgetown County, South Carolina (the “County”).

WHEREAS, the County, with the consent of the City, as required by law, in conjunction with an adjoining county to be identified (the “Partner County”), intends to enter into an Agreement for the Development of a Joint County Industrial and Business Park (the “Park Agreement”) for the purpose of establishing a joint county industrial and business park (the “Park”) pursuant to Sections 4-1-170 and 4-1-172 (the “Park Act”), Code of Laws of South Carolina 1976, as amended (the “Code”), such Park to contain certain land and improvements thereon located within the County and the City generally located at 420 South Hazard Street and having as of the date hereof Georgetown County Tax Map Numbers as shown on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), such Property being more particularly described in the Park Agreement, in order to promote the economic welfare of the citizens of the County, the Partner County and the City through the acquisition by construction and/or purchase of certain improvements, furnishings, fixtures, machinery, apparatus and equipment by Liberty Steel Georgetown, Inc. and/or its affiliates or assigns (collectively, the “Company”) for the purpose of establishing an industrial facility on the Property (the “Project”); and

WHEREAS, pursuant to the Park Agreement and the Park Act the County will collect fees in lieu of *ad valorem* taxes with respect to the Project and other property located in the Park (“Park Fees”); and

WHEREAS, the City and the County wish to enter into an agreement as to distribution of net Park Fees received and retained by the County with respect to the Project and all other real and personal property located upon or comprising a portion of the Property with respect to each property tax year after application of any special source revenue credits and distribution of any amount to the Partner County required by the Park Agreement (the “Net Park Fees”); and.

NOW, THEREFORE, BE IT AGREED:

1.     Inclusion of Property in Park. Pursuant to the Park Act, the City hereby consents to the inclusion of the Property in the Park.
2.     Distribution of Net Park Fees. Net Park Fees shall be distributed to the City in the same proportion and ratio, and for the same purposes, as its millage bears to the overall millage total levied with respect to the Property for the applicable tax year except as otherwise provided

by ordinance of Georgetown County, from time to time, relating to payment of special source revenue bonds or provision of special source revenue credits or payments, as the same may be modified or amended. Such Net Park Fees distributed to the City shall be allocated to operations and maintenance and to debt service as determined by the City Council of the City.

3. Effective Date. Pursuant to a resolution adopted by the City Council of the City and an ordinance enacted by the County Council, the City and the County are executing this Agreement as of the date set forth above.

4. Miscellaneous.

A. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when either hand delivered or deposited in the United States mail, certified mail, return receipt requested, with postage pre-paid, and addressed to the party or parties for whom intended as follows:

If to the County:       Georgetown County, South Carolina  
                                  Attn: County Administrator  
                                  129 Screven Street  
                                  Georgetown, SC 29442

with a copy to:       Brandon T. Norris  
                                  McNair Law Firm, P.A.  
                                  104 S. Main Street, Suite 700  
                                  Greenville, South Carolina 29601

If to the City:       \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

The County or the City by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communications shall be sent.

B. No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the County or the City, in any other than his official capacity, and neither the members of the County Council or the City Council, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the County or the City contained in this Agreement.

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

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

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

F. This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina.

[signature page follows]



IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

**GEORGETOWN COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Administrator  
Georgetown County, South Carolina

ATTEST:

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

**CITY OF GEORGETOWN, SOUTH CAROLINA**

(SEAL):

By: \_\_\_\_\_  
Mayor, City of Georgetown, South Carolina

ATTEST:

By: \_\_\_\_\_  
City Clerk  
City of Georgetown, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;  
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#05-0025-025-00-00;  
#05-0025-0047-00-00;  
#05-0025-048-00-00;  
#05-0025- 057-00-00;  
#05-0025-053-00-00;  
#05-0025-052-00-00;  
#05-0025-006-00-00;  
#05-0025- 007-00-00;  
#05-0025-008-00-00;  
#05-0026-085-00-00;  
#05-0026-119-00-00;  
#05-0028-022-00-00;  
#05-0028-023-01-00; and  
# 01-0439-003-01-00

Item Number: 16.d  
Meeting Date: 6/26/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.

**CURRENT STATUS:**

Second reading.

**POINTS TO CONSIDER:**

The South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017. Georgetown County is now tasked with maintenance and operation of the facility.

It has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers. It has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended.

The Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

**OPTIONS:**

1. Adopt Ordinance No. 2018-09.
2. Do not adopt Ordinance No. 2018-09.

**STAFF RECOMMENDATIONS:**

Recommendation to defer action on Ordinance No. 2018-09.

**ATTACHMENTS:**

| Description   | Type      |
|---|-----------|
| ▯ Ordinance No. 2018-09 Providing for Parking Regulations for Murrells Inlet Boat Landing | Ordinance |

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF GEORGETOWN    )

**ORDINANCE NO. 2018-09**

**ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

**WHEREAS**, the South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017; and

**WHEREAS**, the County is now tasked with maintenance and operation of the facility; and

**WHEREAS**, it has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers; and

**WHEREAS**, it has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended; and

**WHEREAS**, the Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

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

1. The Murrells Inlet Boat Landing Parking Area shall be accessible only for the parking of vehicles with attached boat trailers and marked the same.
2. Signage shall be erected on site of the landing and parking area clearly designating the restrictions of the parking area related to use by vehicles with attached boat trailers.
3. Any vehicle found in the parking area without an attached boat trailer will be found in violation of this ordinance and subject to the enforcement measures, fines and penalties outlined in Section 3 of GEORGETOWN COUNTY ORDINANCE NO. 2012-15: AN ORDINANCE TO REGULATE THE PARKING OF VEHICLES IN, ALONG, AND ADJACENT TO STREETS, HIGHWAYS, AND PARKING FACILITIES UNDER THE JURISDICTION OF GEORGETOWN COUNTY, as amended (2014-02).
4. Administration: The Georgetown County Summary Court is vested with administrative authority of this Ordinance which includes, but not limited to, collection, reporting and remittance to the County of any fines and administering court appearances.
5. Enforcement: The Georgetown County Sheriff is vested with the authority to enforce this Ordinance within Georgetown County.
6. If any portion of this Ordinance shall be deemed unlawful, unconstitutional, or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.



7. Any prior Ordinance, the terms of which may demonstrate a conflict herewith, is, only to the extent of such conflict, hereby repealed.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF APRIL, 2018.**

\_\_\_\_\_  
Chairman, Georgetown County Council

ATTEST:

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

This Ordinance, No 2018-09, has been reviewed by me and is hereby approved as to form and legality.

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

First Reading:            March \_\_\_\_, 2018  
Second Reading:        April \_\_\_\_, 2018  
Third Reading:           April \_\_\_\_, 2018

**Item Number:** 16.e  
**Meeting Date:** 6/26/2018  
**Item Type:** DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-17 - An Ordinance to amend Ordinance No. 2000-23 pertaining to Traffic on Sidewalks and Bike Paths in Georgetown County.

**CURRENT STATUS:**

First Reading of Ordinance No. 2018-17.

**POINTS TO CONSIDER:**

Currently motorized vehicles are prohibited on public sidewalks and bike paths throughout Georgetown County. The bike path parallel to Wilbrook Boulevard was constructed and continues to be maintained by private property owners associations of communities adjacent to this path.

The privately constructed and maintained section of bike path was constructed primarily to permit property owners in these continuous communities to travel via golf cart between their residences and private beach access within Litchfield by the Sea.

Completion of the Kings River Road public bike path provides property owners within sections of Tradition and Willbrook communities adjacent to Kings River Road with convenient access to the bike path system. However, access to the Willbrook path requires these owners to travel approximately 3000' on Kings River Road to the intersection with Willbrook Boulevard in order to utilize the Willbrook path system.

Vehicle traffic volume at the intersection of Kings River Road and Willbrook Boulevard is generally quite heavy. The addition of numerous golf carts mixing with already heavy vehicle traffic has been deemed to be a safety concern by the property owners associations.

As a result of potential safety issues the adjacent property owners associations at Tradition and Willbrook have requested an amendment to the current ordinance to permit golf carts to utilize the approximately 3000' section of bike path located between the intersection of Kings River Road, Heston Point and Tradition Club Drive and the intersection of Kings River Road with Willbrook Boulevard.

The property owners associations have advised that they will be responsible for associated cost of any required signage and/or traffic control needed to support this ordinance change.

The Georgetown County Sheriff's Office reviewed this request and had no issues with approval provided the ordinance was formally amended to support this change.

**FINANCIAL IMPACT:**

None known.

**OPTIONS:**

1. Approve amendment to ordinance 2000-23 Division 2 Section 13.8-121 Traffic on Sidewalks and Bike Paths to permit motorized golf cart usage of approximately 3000' of public bike path located between intersection of Kings River Road with Heston Point and Tradition Club Drive and the intersection of Kings River Road with Willbrook Boulevard as requested for improved safety. Direct staff to work with adjacent property owners associations to obtain and install appropriate signage/traffic control equipment required by this amendment.

2. Do not amend ordinance as requested.

**STAFF RECOMMENDATIONS:**

Approve amendment to ordinance 2000-23 Division 2 Section 13.8-121 Traffic on Sidewalks and Bike Paths to permit motorized golf cart usage of approximately 3000' of public bike path located between intersection of Kings River Road

with Heston Point and Tradition Club Drive and the intersection of Kings River Road with Willbrook Boulevard as requested for improved safety. Direct staff to work with adjacent property owners associations to obtain and install appropriate signage/traffic control equipment required by this amendment.