

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

November 13, 2018

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - October 23, 2018**
- 6. CONSENT AGENDA**
 - 6.a Ordinance No. 2018-35 - An ordinance to rezone approximately 3.2 acres located at 3133 Highmarket Street (TMS 01-0202-11-03-01) from the Tyson Industrial Planned Development (PD) to General Commercial (GC) - Third Reading**
 - 6.b Procurement #18-054, Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance**
 - 6.c Contract #16-098, Change Order 3, User Fee Comprehensive Engineered Roadway for Center Rd. Drainage Improvements**
 - 6.d Contract #17-037, Task Order #6, Geotechnical Engineering and Construction Materials Testing Services, "As Needed"**
 - 6.e Procurement #18-043, Change Order 1, Hagley West Drainage Improvements Phase 2**
 - 6.f Procurement #18-074, Roll-Off Truck With Cable Hoist**
 - 6.g Adoption of 2019 Annual Meeting Schedule**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 2018-33 - An ordinance to amend the Comprehensive Plan, Future Land Use Map, Regarding a .87**

Acre Parcel Located at 2629 North Fraser Street at the Northwest Corner of North Fraser and Duncree Lane (TMS 02-0101-004-00-00) from Medium Density Residential to Commercial.

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

9. RESOLUTIONS / PROCLAMATIONS

10. THIRD READING OF ORDINANCES

- 10.a Ordinance No. 2018-33 - An ordinance to amend the Comprehensive Plan, Future Land Use Map, Regarding a .87 Acre Parcel Located at 2629 North Fraser Street at the Northwest Corner of North Fraser and Duncree Lane (TMS 02-0101-004-00-00) from Medium Density Residential to Commercial.**
- 10.b Ordinance No. 2018-34 - To rezone a parcel located at 2629 North Fraser Street (TMS 02-0101-004-00-00) from 10,000 Square Feet Residential (MR-10) to General Commercial (GC).**
- 10.c Ordinance No. 2018-36 - An amendment to Article III, Definitions, Article V, Establishment of Districts, Article VI, Requirements by Districts, Article XIX, Establishment of Overlay Zones and Article XX, Requirements by Overlay Zone to address solar energy facilities.**

11. SECOND READING OF ORDINANCES

- 11.a Ordinance No. 2018-37 - Amendment of the FY2018/2019 Budget Ordinance**
- 11.b Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended.**
- 11.c ORDINANCE NO. 2018-39 - AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).**

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant**

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

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.**

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 11/13/2018
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - October 23, 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 - 10/23/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, October 23, 2018, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Staff:	Jackie Broach	Theresa E. Floyd
	Wesley P. Bryant	Sel Hemingway

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

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

APPROVAL OF AGENDA:

Chairman Morant noted for the record that Councilmember Ron Charlton had requested to be recused from discussion and/or voting related to Ordinance No. 2018-33 and Ordinance No. 2018-34.

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

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

PUBLIC COMMENTS:

Ryan Port

Mr. Port addressed County Council regarding ongoing problems of trucks with loud mufflers disturbing his family at all hour of the day and night. Mr. Port stated that he had sent videos to all Council members. He said that he has school age children, and his own work day begins at 4:00 am. He said the Sheriff's Office has not been able to stop this repeated violation of the noise ordinance. Mr. Port said he had tried to talk to a few of the kids driving the trucks (some are 19 and 20 year olds) but was not met with any cooperation. He said the problem is out of hand, and it is becoming a harassment situation.

Captain James Heyward

Captain Heyward, Georgetown Country Sheriff's Department, spoke to the situation Mr. Port had addressed regarding vehicles with loud exhausts. He stated that both the Sheriff and Assistant Sheriff were taking the matter seriously. The Georgetown County Sheriff's Department patrols the area on a regular basis. Captain Heyward said he had personally spoken with one of the subjects, and had met with a Williamsburg County Deputy to go to the home of another subject who lives in Williamsburg County. He has also personally patrolled the area in 3

different unmarked patrol cars. He said patrol deputies have written summons, and they will continue to patrol the area until the problem is resolved.

Janet Graham

Ms. Graham stated that she is a citizen of Georgetown County, a resident of the West End, and a taxpayer. Ms. Graham stated that she has been to County Council before to discuss her pet peeves, which are the Howard Center and 8 Oaks Park. She said she received a letter from County Administrator, Sel Hemingway, but it did not answer any of her questions, Ms. Graham said her question is why the County is going to pay 1.9 million to build additional ballfields at 8 Oak Parks when we can't pay \$7.50 an hour to have the parks staffed so that the taxpayers can use the facilities.

Wesley Gibson

Mr. Gibson said it was very disturbing to read in the Coastal Observer that the County was going to spend \$37,500 per parking space, for the Murrells Inlet Community Center. He said he was thankful for the 4.5 million dollar mistake because it was the only way to stop this senseless spending. As a result, the \$960,000 Cat Claw t-ball complex was put on hold. The \$1.9 million ballfields at 8 Oaks Park are on hold, as well as the \$3.2 million to refurbish the Waccamaw Elementary Fields. The County Administrator wants a study to see if we need an aquatics center. If you pay enough money for the study, they will give you the results you want to hear. Mr. Gibson suggested countywide town hall meetings to find out what the people want.

Marvin Neal

Mr. Neal introduced himself as President of the Georgetown County Branch of the NAACP 5520. He said that he has received several calls in reference to employees considered to be exempt or salaried, and questioned the criteria Georgetown County is using to determine this. Several employees worked 40-80 hours in overtime during the last occurrence (Hurricane Florence) without pay or even comp time offered. Yet, the County is requesting reimbursement from the Federal Emergency Management Agency. Mr. Neal said we must be mindful of how we treat certain employees. Overtime is a privilege, and it should be given back to the employee if the County is being reimbursed for it. This is not the first disaster that employees have worked under these conditions. Mr. Neal asked County Council to visit these policies, and review the criteria for exempt or salaried employees,

MINUTES:

Regular Council Session – October 23, 2018

Councilmember Ron Charlton moved to approve the minutes of the October 23, 2018 meeting. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

No reports.

PUBLIC HEARING:

Ordinance No. 2018-07

County Council held a public hearing 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. There were no comments regarding Ordinance No. 2018-07, and Chairman Johnny Morant closed the public hearing.

Ordinance No. 2018-08

A public hearing was held on Ordinance No. 2018-08, an Ordinance of Georgetown County, South Carolina, approving an Agreement for Development of a Joint Industrial Park by and between Georgetown County, South Carolina, and Williamsburg County, South Carolina; and other matters relating to the foregoing. There were no public comments pertaining to this ordinance, and the Chairman ordered the public hearing closed.

Ordinance No. 2018-21

A public hearing was held on Ordinance No. 2018-21 authorizing the Execution and Delivery of a Fee-In-Lieu of Tax Authorizing the Execution and Delivery of a Fee-In-Lieu of Tax Agreement by and Between a Company Known for the Time Being as "Project Sand" (The "Company") and Georgetown County, whereby Georgetown County will enter Into a Fee-In-Lieu of Tax Agreement with the Company and Providing for Payment by the Company of Certain Fees-In-Lieu of Ad Valorem Taxes; Providing for the Payment of Special Source Credits Against such Payments in Lieu of Ad Valorem Taxes; Providing for the Allocation of Fees-In-Lieu of Taxes Payable Under the Agreement for the Establishment of a Multi-County Industrial/Business Park; and Other Matters Relating Thereto. There were no public comments pertaining to Ordinance No. 2018-21, and the public hearing was closed.

Ordinance No. 2018-27

County Council held a public hearing on Ordinance No. 2018-27, an Ordinance to authorize Georgetown County to Lease Property, owned by Georgetown County, and Located at 605 ½ Church Street in Georgetown County, South Carolina, to the Georgetown County Alano Club. No individual came forward to speak for, or against Ordinance No. 2018-27, and the public hearing was closed.

Ordinance No. 2018-28

County Council held a public hearing on Ordinance No. 2018-28, an Ordinance to Authorize and Approve an Agreement for the Development of a Joint Industrial and Business Park by and Between Georgetown County and Horry County with Property Located in Horry County (Bucksport Marine Industrial Park); To Require the Payment of a Fee in Lieu of *Ad Valorem* Taxes by Businesses and Industries located in the Park; to Apply Zoning and Other Laws in the Park; to Apply Zoning and other Laws in the Park; to Provide for the Distribution of Park Revenues within the County. No individual came forward to speak regarding Ordinance No. 2018-28, and Chairman Morant closed the public hearing.

Ordinance No. 2018-29

A public hearing was held on Ordinance No. 2018-29, an Ordinance to Authorize and Approve an Agreement for the Development of a Joint Industrial and Business Park by and Between Georgetown County and Horry County with Property Located in Horry County (Ascot Valley Commerce Park); To require the Payment of a Fee in Lieu of *Ad Valorem* Taxes By Businesses and Industries Located in the Park; to Apply Zoning and Other Laws in the Park; To Provide

Law Enforcement Jurisdiction in the Park; and to Provide for the Distribution of Park Revenues within the County. No one came forward to speak regarding Ordinance No. 2018-29, and there public hearing was closed.

Ordinance No. 2018-30

County Council held a public hearing on Ordinance No. 2018-30, an Ordinance to authorize Georgetown County to Lease to the South Carolina Department of Natural Resources a 183 Acre Tract of Property, Designated as Tax Map No. 03-0453-003-01-00, and Owned by Georgetown County. There were no public comments, and the Chairman closed the public hearing.

Ordinance No. 2018-31

County Council held a public hearing on Ordinance No. 2018-31 to amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of two parcels located on the southeast corner of Claire Street and Hardee Street near Andrews further identified as Tax Map Parcels 02-0125-034-00-00 and 02-0125-035-00-00 from Medium Density Residential to High Density Residential. There were no comments pertaining to Ordinance No. 2018-31, and the Chairman ordered the public hearing closed.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Building Code Board of Appeals

Chairman Johnny Morant moved to appoint Mr. Terry Cox to the Building Code Board of Appeals. Councilmember Austin Beard offered a second. No discussion followed the motion.

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

Zoning Board of Appeals

Councilmember Everett Carolina moved for the appointment of Ms. Eileen Johnson to the Zoning Board of Appeals. Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion on the motion, and none occurred.

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

ORDINANCES-Third Reading

Ordinance No. 2018-07

Councilmember Ron Charlton moved for third reading approval of 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. Councilmember Everett Carolina seconded the motion. There was no discussion following the motion.

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

Ordinance No. 2018-08

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 2018-08, an Ordinance of Georgetown County, South Carolina, approving an Agreement for Development of a Joint Industrial Park by and between Georgetown County, South Carolina, and Williamsburg County, South Carolina; and other matters relating to the foregoing. Councilmember Austin Beard offered a second. Chairman Morant called for discussion on the motion.

Councilmember Ron Charlton moved to amend Ordinance No. 2018-08 to incorporate language regarding an intergovernmental agreement with the City of Georgetown in Section 5. Councilmember Austin Beard offered a second. There was not further discussion.

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

The vote on the main motion was as follows.

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

Ordinance No. 2018-21

Councilmember Austin Beard moved for third reading of Ordinance No. 2018-21, authorizing the Execution and Delivery of a Fee-In-Lieu of Tax Authorizing the Execution and Delivery of a Fee-In-Lieu of Tax Agreement by and Between a Company Known for the Time Being as "Project Sand" (The "Company") and Georgetown County, whereby Georgetown County will enter Into a Fee-In-Lieu of Tax Agreement with the Company and Providing for Payment by the Company of Certain Fees-In-Lieu of Ad Valorem Taxes; Providing for the Payment of Special Source Credits Against such Payments in Lieu of Ad Valorem Taxes; Providing for the Allocation of Fees-In-Lieu of Taxes Payable Under the Agreement for the Establishment of a Multi-County Industrial/Business Park; and Other Matters Relating Thereto. Councilmember Everett Carolina seconded the motion.

Councilmember Austin Beard made a motion to amend Ordinance No. 2018-21 to incorporate updated text including the industry name whereby "Project Sand" is now formally known as Interfor, as well as other pertinent details not previously available. Councilmember Steve Goggans seconded the amendment. There was no further discussion.

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

The vote on the main motion was as follows.

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

Ordinance No. 2018-24

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2018-24, an Ordinance to repeal and replace Appendix C, Storm Water Management Program, Part II, Flood Damage Prevention Ordinance of the Code of Ordinances of Georgetown County, South Carolina. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion on the motion.

Councilmember Austin Beard moved to amend Ordinance No. 2018-24 revising Article 4 Section B to amend the value of accessory structures from \$5,000 to \$20,000. Councilmember Steve Goggans offered a second on the amended motion. There was no further discussion.

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

The vote on the main motion was as follows.

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

Ordinance No. 2018-27

A motion was made by Councilmember Austin Beard, and seconded by Councilmember Lillie Jean Johnson, for third reading approval of Ordinance No. 2018-27, an Ordinance to Authorize Georgetown County to Lease Property, owned by Georgetown County, and Located at 605 ½ Church Street in Georgetown County, South Carolina, to the Georgetown County Alano Club. There was no discussion following the motion.

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

Ordinance No. 2018-28

Councilmember Lillie Jean Johnson moved for third reading approval of Ordinance No. 2018-28, an Ordinance to Authorize and Approve an Agreement for the Development of a Joint Industrial and Business Park by and Between Georgetown County and Horry County with Property Located in Horry County (Bucksport Marine Industrial Park); To Require the Payment of a Fee in Lieu of *Ad Valorem* Taxes by Businesses and Industries located in the Park; to Apply Zoning and Other Laws in the Park; to Apply Zoning and other Laws in the Park; to Provide for the Distribution of Park Revenues within the County. Councilmember Everett Carolina seconded the motion. No discussion followed the motion.

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

Ordinance No. 2018-29

A motion was made by Councilmember Lillie Jean Johnson, seconded by Councilmember Everett Carolina, for third reading approval of Ordinance No. 2018-29, an Ordinance to Authorize and Approve an Agreement for the Development of a Joint Industrial and Business Park by and Between Georgetown County and Horry County with Property Located in Horry County (Ascot Valley Commerce Park); To require the Payment of a Fee in Lieu of *Ad Valorem* Taxes By Businesses and Industries Located in the Park; to Apply Zoning and Other Laws in the Park; To Provide Law Enforcement Jurisdiction in the Park; and to Provide for the Distribution of Park Revenues within the County. Upon a call for discussion on the motion from Chairman Morant, there was none.

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

Ordinance No. 2018-30

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2018-30, an Ordinance to Authorize Georgetown County to Lease to the South Carolina Department of Natural Resources a 183 Acre Tract of Property, designated as Tax Map No. 03-0453-003-01-00, and Owned by Georgetown County. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion, and there was none.

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

Ordinance No. 2018-31

A motion was made by Councilmember Austin Beard, seconded by Councilmember Everett Carolina, for third reading of Ordinance No. 2018-31 to amend the Comprehensive Plan, Future Land Use Map, to reflect the resignation of two parcels located on the southeast corner of Claire Street and Hardee Street near Andrews further identified as Tax Map Parcels 02-0125-034-00-00 and 02-0125-035-00-00 from Medium Density Residential to High Density Residential. There was no discussion on the motion.

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

Ordinance No. 2018-32

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2018-32 to rezone two parcels located south of Claire Street at its intersection with Hardee Street near Andrews, South Carolina, identified as Tax Map Numbers 02-0125-034-00-00 and 02-0125-035-

00-00, from Village 10,000 Square Foot Residential (VR-10) to General Residential (GR). Councilmember Everett Carolina seconded the motion, and there was no discussion.

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

ORDINANCES-Second Reading:

Ordinance No. 2018-33

Prior to discussion or voting, Chairman Morant noted that Councilmember Ron Charlton had requested to be recused from participating in discussion and/or voting on this matter.

Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 2018-33, an ordinance to amend the Comprehensive Plan, Future Land Use Map, regarding a .87 Acre Parcel Located at 2629 North Fraser Street (TMS 02-0101-004-00-00) at the Northwest Corner of North Fraser and Duncee Lane from Medium Density Residential to Commercial. Councilmember Everett Carolina offered a second on the motion.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Steve Goggans	John Thomas

Absent: Ron Charlton

Ordinance No. 2018-34

Prior to discussion or voting, Chairman Morant noted that Councilmember Ron Charlton had requested to be recused from participating in discussion and/or voting on this matter.

Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 2018-34 to rezone one parcel located at 2629 North Fraser Street (TMS 02-0101-004-00-00) from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). Councilmember Everett Carolina seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Steve Goggans	John Thomas

Absent: Ron Charlton

Ordinance No. 2018-35

Councilmember Ron Charlton moved for second reading approval of Ordinance No. 2018-35, an ordinance to rezone approximately 3.2 acres located at 3133 Highmarket Street (TMS 01-0202-11-03-01) from the Tyson Industrial Planned Development (PD) to General Commercial (GC). Councilmember Lillie Jean Johnson seconded the motion. No discussion followed the motion.

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

Ordinance No. 2018-36

Councilmember John Thomas moved for second reading of Ordinance No. 2018-36, an amendment to Article III, Definitions, Article V, Establishment of Districts, Article VI, Requirements by Districts, Article XIX, Establishment of Overlay Zones and Article XX, Requirements by Overlay Zone to address solar energy facilities. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion on the motion.

Councilmember Steve Goggans suggested that County Council consider the option to require a development agreement for these facilities, similar to Jasper County. County Administrator Sel Hemingway noted that state law stipulates a minimum amount of acreage for development agreements, and the County could not supersede that requirement. Councilmember Goggans suggested that staff work with the County Attorney to recommend amended language for Council's consideration at 3rd reading of this ordinance.

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

ORDINANCES-First Reading:

Ordinance No. 2018-37 - Amendment of the FY 2018/2019 Budget Ordinance.

Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended.

Ordinance No. 2018-39 – An Ordinance to Authorize the Lease of Property Located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan (Odyssey Kids Club).

BIDS:

No reports.

REPORTS TO COUNCIL:

Coast RTA – Request for Capital Funding

Councilmember Austin Beard moved to authorize the disbursement of capital funds in the amount of \$118,515 to Waccamaw Regional Transportation Authority (dba Coast RTA) for two capital projects: funds totaling \$65,000 to purchase two small used buses to replace two buses previously parked for safety reasons; and funds totaling \$53,515 to provide a local match (20%) for Phase II of the Bus Stop Designation Program. Councilmember Lillie Jean Johnson seconded the motion. No discussion followed.

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

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.

The Chairman called for further business to come before County Council, and Councilmember Charlton moved to adjourn the meeting, and Councilmember Carolina seconded the motion.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 11/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-35 - An ordinance to rezone approximately 3.2 acres located at 3133 Highmarket Street (TMS 01-0202-11-03-01) from the Tyson Industrial Planned Development (PD) to General Commercial (GC).

A rezoning request was received from Homeseekers LTD to rezone approximately 3.2 acres from the Tyson Industrial Planned Development (PD) to General Commercial. The property is located at 3133 Highmarket Street. Tax map number 01-0202-11-03-01. (Case Number REZ 7-18-21122).

CURRENT STATUS:

The parcel is currently zoned Planned Development (PD). The site contains a metal building that has been used as temporary storage for various businesses.

POINTS TO CONSIDER:

1. The Tyson Industrial Park PD was established in 1981 as a Heavy Industrial Planned Development. Uses in the development included a concrete batch plant, welding shop, sawmill, pole mill and storage operations. It was amended in August of 2000 to extend the boundaries of the PD to include this 3.2 acre parcel.
2. The subject property abuts the city limits of Georgetown to the east. The adjacent property to the north and northwest is zoned Commercial while the Tyson Industrial Park PD is located to the south.
3. If approved, the property shall comply with all zoning regulations that pertain to the General Commercial zoning district.
4. The Georgetown County FLU map designates this property and adjacent property fronting Highmarket Street as commercial; therefore the Future Land Use map supports this rezoning request.
5. Staff recommended that the Planning Commission rezone the 3.2 acre parcel from PD to General Commercial (GC).
6. The Planning Commission held a public hearing on September 20, 2018. No one except the applicant came forward to speak. The Commission voted 5 to 0 to recommend approval for the proposed request.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▣	Ordinance No 2018-35 To rezone property from Tyson Industrial PD to GC	Ordinance
	Tyson Industrial attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-35

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GEORGETOWN COUNTY, SOUTH CAROLINA TO REZONE A 3.2 ACRE PARCEL LOCATED AT 3133 HIGHMARKET STREET AND FURTHER IDENTIFIED AS TAX MAP NUMBER 01-0202-011-03-01 FROM THE TYSON INDUSTRIAL PLANNED DEVELOPMENT (PD) TO GENERAL COMMERCIAL (GC).

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

To rezone a 3.2 acre parcel of land located at 3133 Highmarket Street and further identified as tax map number 01-0202-011-03-01 from the Tyson Industrial Park PD to General Commercial as shown on the attached map.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2018.

Johnny Morant (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-35 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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

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

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: 01-0202-119-03-01
Street Address: 3133 Highmarket Street
City / State / Zip Code: Georgetown, SC 29440
Lot Dimensions/ Lot Area: 3.2 acres
Plat Book / Page: _____
Current Zoning Classification: Light Industry
Proposed Zoning Classification: General Commercial

*Industrial
Tyson PD*

Property Owner of Record:

Name: HomeseeKers LTD PRTNR LP

Address: PO Box 477

City/ State/ Zip Code: Georgetown, SC 29442

Telephone/Fax Numbers: 843-546-2519 Fax# 843-545-0826

E-mail: tysonpulpwood@gmail.com

Signature of Owner / Date: Phil C. Jones 6/21/18

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

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Information:

Name: Velma Ellenbe

Address: PO Box 477, Georgetown, SC 29442

Phone / E-mail: tysonpulpwood@gmail.com 843-546-2519

Please provide the following information.

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

The current zoning does not conform
to the best uses of the property.

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

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

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

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

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

Homeseekers, LTL
Property Location
REZ 7-18-21122

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

Homeseekers, LTD

Lot Lines

Railroads

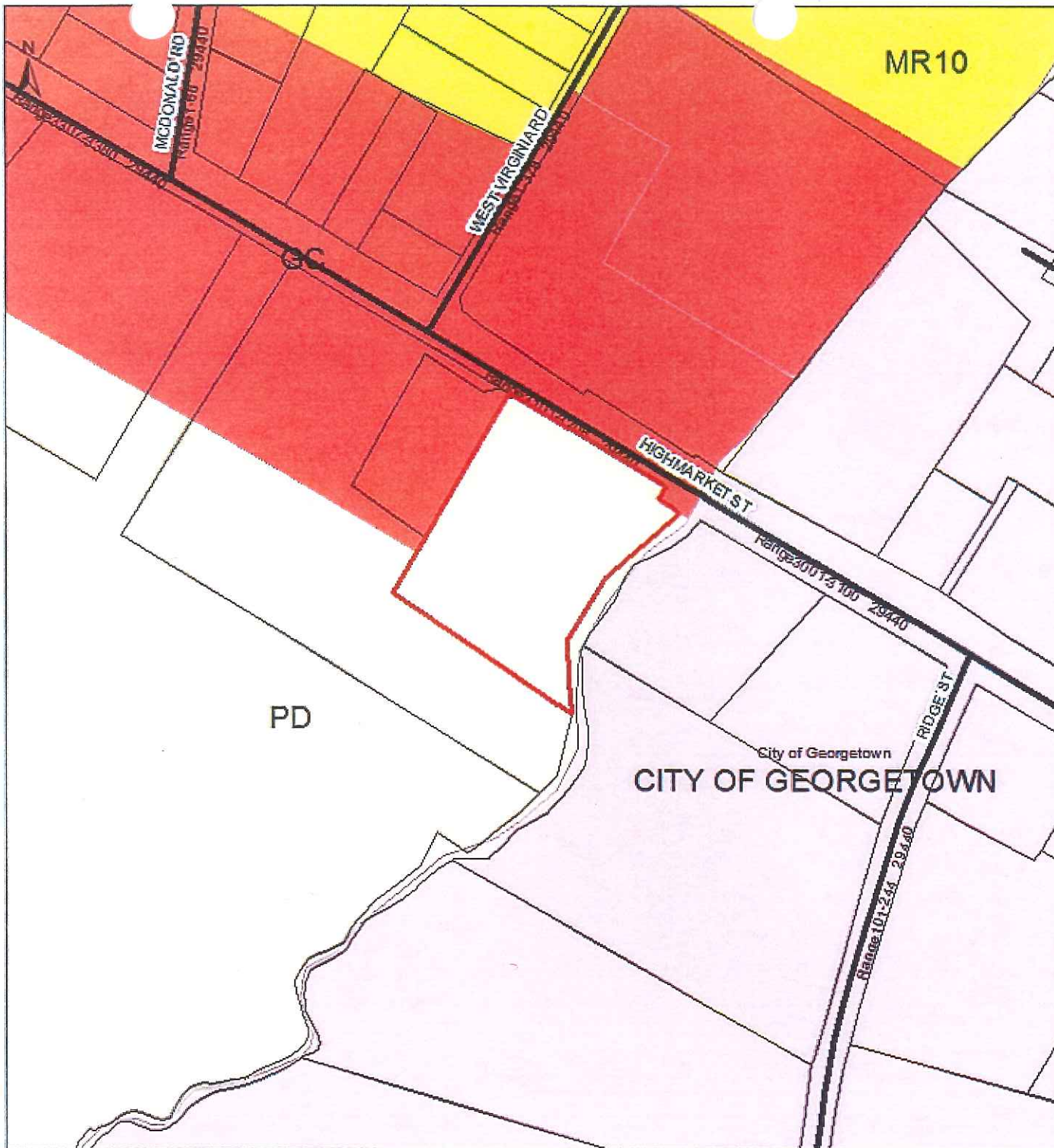
Landmarks

Municipalities

City of Georgetown

0 80 160 320 480 640 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.



Homeseekers, LTL Property Zoning REZ 7-18-21122

Legend

Streets

— not other labels

MaintainedBy

County

Private

State

Homeseekers, LTL

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

C

PA

PA/C

PA/R

GC

GR

GRR

H

U

AMP

MR10

NC

OC

PA

PD

RI

RI/2AC

RI/C

RI/C

R2

R2/MAC

R2

R2

R2

RC

RC

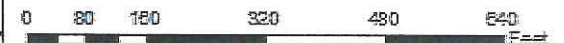
RR

RS

RVC

VR10

Municipalities



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Homeseekers, LTI Property FLU REZ 7-18-21122

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Homeseekers, LTD

Lot Lines

Railroads

Land marks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 80 160 320 480 640 Feet

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Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

Homeseekers, LTD

Lot Lines

Railroads

Landmarks

sde.SDE.Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

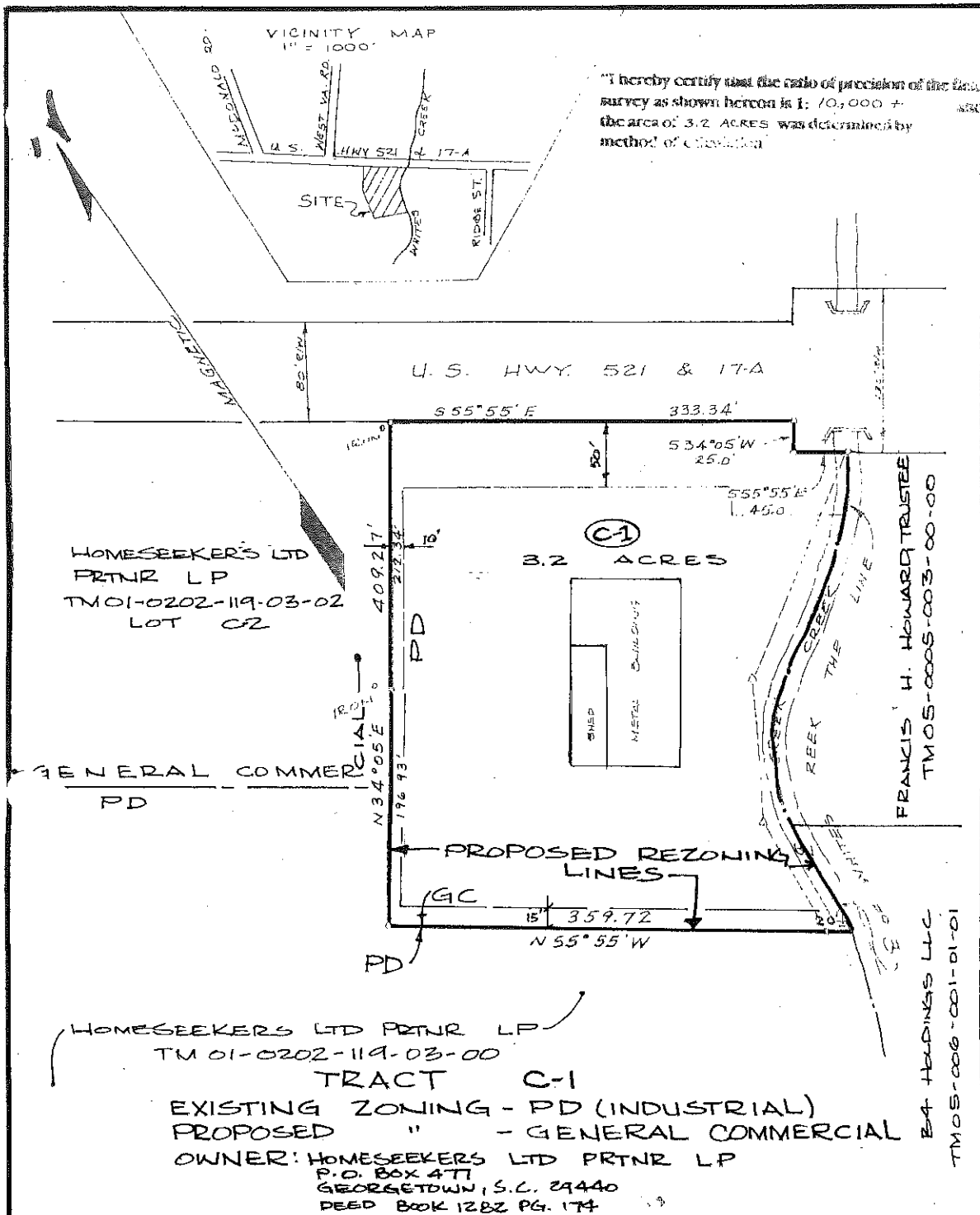
Municipalities

0 80 160 320 480 640 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.

VICINITY MAP
1" = 1000'

"I hereby certify that the ratio of precision of the final survey as shown hereon is 1: 10,000 + the area of 3.2 ACRES was determined by method of calculation"



HOMESEEKERS LTD PARTN LP
TM 01-0202-119-03-00
TRACT C-1
EXISTING ZONING - PD (INDUSTRIAL)
PROPOSED " - GENERAL COMMERCIAL
OWNER: HOMESEEKERS LTD PARTN LP
P.O. BOX 471
GEORGETOWN, S.C. 29440
DEED BOOK 1282 PG. 174

FRANKS H. HOWARD TRUSTEE
TM 05-0005-003-00-00
B4 HOLDINGS LLC
TM 05-0006-001-01-01

PROPOSED REZONING FOR TRACT C-1 JUST OUTSIDE THE CITY LIMITS OF GEORGETOWN ON HWY. 521, REZONING REQUEST BY HOMESEEKERS LTD PARTNERSHIP LP

GEORGETOWN CO., S.C. TM 01-0202-119-03-01
SCALE: 1" = 100' JUNE 27, 2018

POWERS LAND SURVEYING 602 FRONT STREET
GEORGETOWN, S.C. 29440 843-546-4000
WENDELL C. POWERS, P.L.S. #5303

26692



NOTICE OF PUBLIC HEARING

A request from Homeseekers LTD to rezone approximately 3.2 acres from Tyson Industrial Planned Development (PD) to General Commercial (GC). The property is located at 3133 Highmarket Street. TMS 01-0202-119-03-01. Case Number REZ 7-18-21122.

The Planning Commission will be reviewing this request on **Thursday, September 20, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 6.b
Meeting Date: 11/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-054, Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance

CURRENT STATUS:

The County's current agreement for the provision of Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance is with Simplex Grinnell (now Johnson Controls Fire Protection), of Myrtle Beach, SC. After receiving less than stellar performance from the current vendor, Staff made the decision to rebid rather than renew at the end of this contract's second term.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were four (4) responses received. However, one (1) vendor, Fire & Life Safety, was deemed non-responsive for failure to provide any of the mandatory bid submittal forms. The remaining three (3) responses received were as follows:

- 1) Johnson Controls Fire Protection of Myrtle Beach, SC
@ \$23,615.00;
- 2) Control Management, Inc. of Columbia, SC with a
location in Myrtle Beach, SC @ \$27,255.00;
- 3) Pye-Barker Fire & Safety, LLC of Myrtle Beach, SC @
\$23,151.80.

FINANCIAL IMPACT:

These services are funded through various departmental budgets. At the quoted rate of \$23,151.80, the annual maintenance cost to the County over a five (5) year period would be \$115,759.00.

OPTIONS:

- 1) Award a services agreement to Pye-Barker Fire & Safety, LLC of Myrtle Beach, SC, at the rates provided for services.
- 2) Decline to award an agreement.

STAFF RECOMMENDATIONS:

The bid responses were reviewed by an evaluation committee made up of various departments and lead by the Public Services Director. Four (4) bids were received, however one (1) bid, from Fire & Life Safety, Inc., was deemed non-responsive for failure to provide any of the mandatory bid submittal forms. The remaining three (3) bids were vetted on a matrix assessing their background, qualifications and implementation, references and past records of performance, cost, and ability to meet all the bid requirements and in the required format. Pye-Barker Fire & Safety not only scored high in all areas, but had the lowest cost for annual maintenance service at \$23,151.80/yr. annually among all bids received. Based on the aforementioned, Staff recommends award of RFP #18-054, Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance to Pye-Barker

Fire & Safety, LLC of Myrtle Beach, SC.

ATTORNEY REVIEW:

No

ATTACHMENTS:

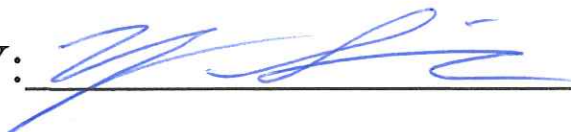
Description	Type
▣ Public Bid Opening Tabulation	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Public Bid Opening Tabulation
RFP #18-054, Fire/Intruder Protection Systems: Inspection,
Monitoring and Maintenance

Wednesday, October 10, 2018 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Annual Total \$</u> Pg. 30, Item 2	<u>Comments</u>
Johnson Controls	\$ 23,615 ⁰⁰	
Control Management, Inc	\$ 26,655 ⁰⁰	
Pye-Barker Fire & Safety	\$ 23,151 ³⁰	
Five & Life Safety	\$ 23,945 ⁰⁴	Non Responsive No Mandatory Bid Forms -
	\$	
	\$	
	\$	

OPENED BY: 

WITNESS: 

18-054 Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance

Location	Total Maintenance Cost			
	Johnson Controls	Control Management, Inc.	Pye-Barker Fire & Safety	Fire & Life Safety*
Airport Terminal	\$ 950.00	\$ 1,584.00	\$ 1,298.50	
Detention Center	\$ 5,000.00	\$ 2,679.00	\$ 3,187.50	
DSS	\$ 550.00	\$ 965.00	\$ 378.50	
Historic Courthouse	\$ 950.00	\$ 1,717.00	\$ 1,418.00	
Judicial Center	\$ 1,600.00	\$ 2,176.00	\$ 1,795.50	
Litchfield Exchange	\$ 1,450.00	\$ 1,459.00	\$ 1,270.50	
Library-Georgetown	\$ 775.00	\$ 1,090.00	\$ 809.00	
Library-Andrews	\$ 650.00	\$ 1,083.00	\$ 788.00	
Library-Carver's Bay	\$ 800.00	\$ 1,052.00	\$ 805.50	
Library-Waccamaw	\$ 700.00	\$ 1,008.00	\$ 836.50	
Midway Fire-Station 81	\$ 1,000.00	\$ 1,711.00	\$ 1,502.40	
Midway Fire-Station 82	\$ 1,000.00	\$ 1,788.00	\$ 1,575.90	
Midway Fire-Station 83	\$ 1,000.00	\$ 1,645.00	\$ 1,491.50	
Choppee Medical & Crisis Center	\$ 1,750.00	\$ 1,681.00	\$ 1,404.50	
Howard Recreational Center	\$ 1,100.00	\$ 1,396.00	\$ 963.00	
Murrells Inlet Community Center	\$ 1,300.00	\$ 1,329.00	\$ 1,134.00	
Waccamaw Regional Recreation Center	\$ 1,750.00	\$ 1,400.00	\$ 1,201.50	
Choppee Recreation Center	\$ 1,290.00	\$ 1,492.00	\$ 1,291.50	
Annual Total >	\$ 23,615.00	\$ 27,255.00	\$ 23,151.80	\$ 23,945.04
NOTES:		CORRECTED TOTAL	CORRECTED TOTAL	NON-RESPONSIVE

*Vendor marked non-responsive for not providing any mandatory bid submittal forms.

18-054 Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance

Labor Rates for Unscheduled Maintenance and Repairs								
	Johnson Controls		Control Management, Inc.		Pye-Barker Fire & Safety		Fire & Life Safety*	
Labor	Regular Time (\$/Hr.)	Over Time (\$/Hr.)	Regular Time (\$/Hr.)	Over Time (\$/Hr.)	Regular Time (\$/Hr.)	Over Time (\$/Hr.)	Regular Time (\$/Hr.)	Over Time (\$/Hr.)
Technician - Fire Alarm	\$ 112.34	\$ 168.50	\$ 138.00	\$ 207.00	\$85/hr. one person, \$135/hr. crew of 2, \$59 service call	\$127.50/hr. one person, \$202.50/hr. crew of 2, \$100 service call, \$150 service call Holiday		
Technician - Security/Intruder	\$ 112.34	\$ 168.50	\$ 138.00	\$ 207.00	\$85/hr. one person, \$135/hr. crew of 2, \$59 service call	\$127.50/hr. one person, \$202.50/hr. crew of 2, \$100 service call, \$150 service call Holiday		
Technician - Sprinkler	\$ 95.71	\$ 143.57	sprinkler company not licensed, no 2-3 hr. min. per service call, no truck charge		\$85/hr. one person, \$135/hr. crew of 2, \$59 service call	\$127.50/hr. one person, \$202.50/hr. crew of 2, \$100 service call, \$150 service call Holiday		
Technician - Kitchen Hood	\$ 89.67	\$ 134.50	\$ 115.00	\$ 172.50	\$85/hr. one person, \$135/hr. crew of 2, \$49 service call	\$127.50/hr. one person, \$202.50/hr. crew of 2, \$100 service call, \$150 service call Holiday		
Material Rate: %	25%		30%		60%			


*Vendor marked non-responsive for not providing any mandatory bid submittal forms.



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: October 16, 2018

Re: Recommendation for Bid #18-054: Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance

On October 10, 2018, Georgetown County Department of Public Services received four (4) submissions for Bid #18-054: Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance, from Johnson Controls, Control Management, Inc., Pye-Barker Fire & Safety, Inc., and Fire & Life Safety, Inc. All but Fire & Life Safety were found to meet the minimum bid requirements: Fire & Life Safety, Inc. was deemed unresponsive as they did not submit the mandatory bid forms.

The three remaining qualified bidders were vetted on a matrix assessing their background, qualifications and implementation, references and past records of performance, cost, and ability to meet all the requirements in the required format. Pye-Barker Fire & Safety not only scored high in all areas, but was the lowest bidder in the amount of \$23,151.80.

Based on the aforementioned, I hereby recommend that the award of Bid #18-054: Fire/Intruder Protection Systems: Inspection, Monitoring and Maintenance to Pye-Barker Fire & Safety, in the amount of \$23,151.80.

Item Number: 6.c
Meeting Date: 11/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Change Order #3 to Contract #16-098, User Fee Comprehensive Engineered Roadway for Center Rd. Drainage Improvements

CURRENT STATUS:

The Public Services Department is requesting a change order to Contract #16-098, User Fee Comprehensive Engineered Roadway for the addition of drainage improvements along Center Rd.

POINTS TO CONSIDER:

Proposals were received from two contractors, Greenwall Construction Service, Inc. and Stone Construction Co., LLC. Greenwall Construction Service is the current vendor for the Hagley West Phase II drainage improvements project. Stone Construction Co., LLC is the current vendor for user fee comprehensive engineered roadways whose scope includes new drainage and drainage improvements. Both were provided with the same specifications and plans to quote the work. Prices received were as follows:

- 1) Stone Construction Co., LLC @ \$77,977.00
- 2) Greenwall Construction Service, Inc. @ \$118,588.07

Substantial damage occurred to the system due to Hurricane Florence causing the need for immediate repair.

The Watershed Committee recommends the road for continued monitoring and improvements.

FINANCIAL IMPACT:

This work would be fully funded in GL account number 504-901-50705.

OPTIONS:

- 1) Award Change Order #3 to Stone Construction.
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

Public Services reviewed the two (2) proposals received and found that Stone Construction Co., LLC would be the best option for the County based on lowest price and their successful completion of several similar drainage projects for the County. Therefore, staff is recommending the attached change order #3 be approved to the contract #16-098, User Fee Comprehensive Engineered Roadway for the addition of the needed Center Rd. drainage improvements.

ATTORNEY REVIEW:


No

ATTACHMENTS:

Description	Type
▣ Contract #16-098, Change Order #3	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▣ Draft PO# 2019-00000217	Cover Memo

Georgetown County, South Carolina
Execution of Contract Change or Adjustment

Type of Change: <input checked="" type="checkbox"/> Change Order <input type="checkbox"/> Contract Amendment <input type="checkbox"/> Task Order <input type="checkbox"/> Other		
Contract #	Sequence #	Amendment #
16-098	3	
Project #	G/L Account	Purchase Order
Center Road-Road Drainage Improve	504-901-50705	2019-00000207
Prior Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$ 969,371.76	\$77,977.00	\$ 969,371.76

Administration Use ONLY		
	Signature	Date
Budget Verified:		10/25/18
Change Originator	Tracy D. Jones	10-25-18

Consultant Name:	Stone Construction Company
Contract Title:	User Fee Comprehensive Engineered Roadway Improvements
Task Order Name:	Center Road-Road Drainage Improvements
Scope of Work:	Repair and replace the existing drainage system under Center Road with 2-36" RCP due to hurricane damage.
List Authorized Sub-Consultants:	N/A
Deliverables:	Installation of improved drainage system under Center Road.
Justification for Change:	Hurricane washout of Center Road required drainage improvement.
Start Date: NTP	Completion Date: 90 from NTP

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 shall 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>Georgetown County Signatures:</p> <div style="margin-top: 20px;">  <div style="margin-left: 20px;">10.25.18</div> </div> <p>Ray C. Funnys Public Services Director</p> <div style="margin-top: 20px;"> <p>Johnny Morant</p> <p>County Council Chairman</p> </div>	<p>Stone Construction</p> <div style="margin-top: 20px;"> <p>See attached</p> <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>10/15/18</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Date</div> <div></div> </div> </div> <p>Notes:</p> <ol style="list-style-type: none"> 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format must include all elements of this form for each line item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.
--	--

EXHIBIT H- (Mandatory Bid Submittal Form)
UNIT PRICE SCHEDULE
CENTER ROAD DRAINAGE IMPROVEMENTS
GEORGETOWN COUNTY, SOUTH CAROLINA

When changes in the work are ordered by the Owner, and such changes involve the following items, the following unit prices will be used to calculate adjustments to the Contract Sum. These unit prices shall be for the Work as specified, including all labor, materials, equipment, accessories, shipping, preparation, insurance, testing, overhead, profit, applicable taxes, permits, fees, warranties and all other associated costs for the finished and completed Work. All unit prices for utility conduits shall include sweeps, bends, couplings, caps, fittings, etc. which shall be included in the unit price per linear foot. Unit prices for undercut soils shall include material in place, surveyed and compacted pursuant to the Contract Documents.

Submit unit price and proposal amount for the following items. This list may not include all components necessary to provide a completed product, therefore any applicable items necessary to provide a completed product should be considered in your unit price response.

In case of errors in the extension of prices, unit price governs. In case of error in summations, corrected bid amounts will be totaled and will govern.

Contractor shall be responsible for all necessary electric and water hookups.

Contractor shall make quantity take-offs using drawings to determine quantities to his satisfaction, reporting promptly any discrepancies which may affect bidding. This is not a comprehensive list of items included in the contract documents, and represents only a portion of the project total.

UNIT PRICE SCHEDULE.

Item	Description	Unit	Quantity	Unit Price	Total Cost
1.	Mobilization / General Conditions	LS	1	\$4000.00	4000.00
	Traffic Control	LS	1	\$2500.00	2500.00
	Means and Methods for maintaining existing drainage flow	LS	1	\$3000.00	3000.00
2.	Turf Reinforcement Mat	SY	310	\$5.00	1550.00
3.	Silt Fence	LF	238	\$4.50	1071.00
4.	Hydro-seed	AC	0.02	\$	1500.00
5.	Rock Check Dam	EA	2.00	\$750.00	1500.00
6.	Clearing & removal of roadway asphalt	AC	0.2	\$	5000.00
7.	Removing Existing RCP	LS	1.0	\$	2000.00
8.	Construction Staking	LS	1	\$2000.00	2000.00
9.	Stripping	CY	190	\$8.00	1520.00
10.	Grading for shoulders and swales	SY	350	\$3.00	1050.00

Item	Description	Unit	Quantity	Unit Price	Total Cost
11.	36" RCP (M315 o-ring type)	LF	96	\$ 110.00	10560.00
	Flowable Fill around pipes	CY	25	\$ 150.00	3750.00
12.	Asphalt 2" Surface (Patch and overlay)	SY	270	\$ 45.00	12,150.00
14.	Striping (Centerline & Edge)	LS	1	\$ 1500.00	1500.00
15.	As-Builts	LS	1	\$ 2500.00	2500.00
16.	Rip Rap (Average size 14") with Geotextile Fabric	Ton	43	\$ 60.00	2580.00
17.	Headwalls	EA	2	\$ 7500.00	15000.00
18.	Import Fill	CY	89	\$ 14.00	1246.00
19.	#57 limestone rock	CY	40	\$ 50.00	2000.00
	*Note: Utility relocates, if required, will be addressed via change order.				

Total for Construction = \$17,977.00

Bidder/Proposer: Stone Construction Co., LLC
 Signature: James Stone
 Title: Owner
 Dated: 10/15/18

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



Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

Memorandum

To: Nancy Silver

From: Ray C. Funnye, Director

Date: October 16, 2018

Re: Recommendation for Center Rd Drainage Improvements Project

On October 15, 2018 Georgetown County Department of Public Services received two (2) bids for Center Rd Drainage Improvements Project from Greenwall Construction and Stone Construction. The scope of work includes the drainage improvements along Center Rd. This project was identified by the Watershed Management Committee for monitoring and subsequent improvements, however substantial damages during Hurricane Florence require immediate repair.

All bids were reviewed for compliance and completeness.

Stone Construction submitted the lowest complete bid, in the amount of \$77,977.00.

Stone Construction has successfully completed several similar drainage projects for the County and is currently under contract to provide comparable work for the county.

Based on the aforementioned, I hereby recommend that the award of Center Rd Drainage Improvements Project go to Stone Construction in the amount of \$77,977.00.

*Bid summary Attached

Item	Description	Unit	Quantity	Greenwall	Unit Price	Total Cost	Stone	Unit Price	Total Cost	Difference
1	Mobilization / General Conditions	LS	1	\$	24,200.00	\$ 24,200.00	\$	4,000.00	\$ 4,000.00	\$ 20,200.00
	Traffic Control	LS	1	\$	8,000.00	\$ 8,000.00	\$	2,500.00	\$ 2,500.00	\$ 5,500.00
	Means and Methods for maintaining existing drainage flow	LS	1	\$	3,000.00	\$ 3,000.00	\$	3,000.00	\$ 3,000.00	\$ -
2	Turf Reinforcement Mat	SY	310	\$	3.25	\$ 1,007.50	\$	5.00	\$ 1,550.00	\$ (542.50)
3	Silt Fence	LF	238	\$	3.50	\$ 833.00	\$	4.50	\$ 1,071.00	\$ (238.00)
4	Hydro-seed	AC		\$	500.00	\$ 500.00	\$	1,500.00	\$ 1,500.00	\$ (1,000.00)
5	Rock Check Dam	EA	2	\$	382.50	\$ 765.00	\$	750.00	\$ 1,500.00	\$ (735.00)
6	Clearing & removal of roadway asphalt	SY	270	\$	25.00	\$ 6,750.00			\$ 5,000.00	\$ 1,750.00
7	Removing Existing RCP	LS	1	\$	1,870.00	\$ 1,870.00	\$	2,000.00	\$ 2,000.00	\$ (130.00)
8	Construction Staking	LS	1	\$	2,500.00	\$ 2,500.00	\$	2,000.00	\$ 2,000.00	\$ 500.00
9	Stripping	CY	190	\$	18.63	\$ 3,539.70	\$	8.00	\$ 1,520.00	\$ 2,019.70
10	Grading for shoulders and swales	SY	350	\$	2.50	\$ 875.00	\$	3.00	\$ 1,050.00	\$ (175.00)
11	36" RCP (M315 o-ring type)	LF	96	\$	138.32	\$ 13,278.72	\$	110.00	\$ 10,560.00	\$ 2,718.72
	Flowable Fill around pipes	CY	25	\$	159.17	\$ 3,979.25	\$	150.00	\$ 3,750.00	\$ 229.25
12	Asphalt 2" Surface (Patch and overlay)	SY	270	\$	64.67	\$ 17,460.90	\$	45.00	\$ 12,150.00	\$ 5,310.90
14	Striping (Centerline & Edge)	LS	1	\$	1,500.00	\$ 1,500.00	\$	1,500.00	\$ 1,500.00	\$ -
15	As-Builts	LS	1	\$	1,500.00	\$ 1,500.00	\$	2,500.00	\$ 2,500.00	\$ (1,000.00)
16	Rip Rap (Average size 14") with Geotextile Fabric	Ton	43	\$	120.00	\$ 5,160.00	\$	60.00	\$ 2,580.00	\$ 2,580.00
17	Headwalls	EA	2	\$	10,000.00	\$ 20,000.00	\$	7,500.00	\$ 15,000.00	\$ 5,000.00
18	Import Fill	CY	89	\$	21.00	\$ 1,869.00	\$	14.00	\$ 1,246.00	\$ 623.00
19	#57 Limestone Rock	CY	40			\$ -	\$	50.00	\$ 2,000.00	\$ (2,000.00)
				Total		\$118,588.07	Total		\$ 77,977.00	\$ 40,611.07
	*Note: Utility relocates, if required, will be addressed via change order.									

Proge



DRAFT

Bill To

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

Ship To

Ms Tracy Jones, Stormwater Eng
GEORGETOWN COUNTY
COURTHOUSE
129 SCREVEN Street, 2nd Floor
Georgetown, SC 29440-3641

Purchase Order

No. 2019-00000217

10/29/18

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

Vendor 100034 STONE CONSTRUCTION CO

Contact

STONE CONSTRUCTION CO
JAMES STONE
11191 GAPWAY ROAD
ANDREWS, SC 29510

Deliver by 02/14/19
Ship Via NONE
Freight Terms NONE
Originator Terri Davis
Resolution Number Contract 16-098, CO#3
Invoice Terms PROG

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
77977.0000	\$/US	Contract 16-098		\$1.0000	\$77,977.00
Item Description CO #3, Center Road-Road Drainage Imp (due to hurricane)					
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	10/26/2018	Terri Davis
2	Dept Head	10/26/2018	Tracy Jones
3	Director	10/26/2018	Ray Funnye
4	Purchasing	10/29/2018	Nancy Silver

Subtotal \$77,977.00
Sales Tax \$0.00

Total Due \$77,977.00

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

Item Number: 6.d
Meeting Date: 11/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Task Order #6 to Contract#17-037, Geotechnical Engineering and Construction Materials Testing Services, "As Needed"

CURRENT STATUS:

The existing Indefinite Delivery, Indefinite Quantity (IDIQ) agreement is with Terracon Consultants, Inc. The task order being proposed is over the \$50,000 County Administrator approval level and thus must be approved by County Council.

POINTS TO CONSIDER:

Terracon was awarded an Indefinite Delivery, Indefinite Quantity (IDIQ) agreement for Geotechnical Engineering and Construction Materials Testing Services by County Council in July 2017. The current agreement is to be used on an "As Needed" basis by the County.

The Parks and Recreation Director requested a proposal from Terracon under the existing agreement for IBC Chapter 1 & 17 Special Inspections and Material Testing for the new Andrews Recreation Center project which is currently under way.

Terracon also holds a SC state contract for Building Inspection Services, State Contract #4400009992. Under the procurement ordinance, the County has the ability to use awarded County contracts and/or state contract and/or cooperative contract pricing. After consultation with Terracon, it was determined that a combination of both the existing County contract pricing and the state contract pricing for these services would result in the best available pricing structure and lowest cost to the County for this particular project.

FINANCIAL IMPACT:

These services will be fully funded in GL Account number 79052.3010-50431.

OPTIONS:

- 1) Approve Task Order #6 to Terracon Consultants, Inc. in the amount of \$79,592 as proposed.
- 2) Decline staff's recommendation.

STAFF RECOMMENDATIONS:

Terracon is very familiar with the required IBC Chapter 17 Special Inspections and Materials Testing required for this project after having performed them on numerous other similar local projects. The Parks and Recreation Director has reviewed the proposal received and determines it to be fair and reasonable pricing with the task(s) at hand. Therefore, staff recommends Terracon Consultants, Inc. as the most reasonable and qualified vendor to perform these services for the new Andrews Regional Recreation Center project.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Contract #17-037T, Task Order #06	Cover Memo
▣ Draft of PO# 2019-00000215	Cover Memo



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

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

Contract #	Sequence #	Amendment #	Administration Use ONLY		
17-037T	6			Signature	Date
Project #	GL Account	Purchase Order	Budget Verified:	<i>Nancy Silver</i>	10/26/18
17-092-Special Inspections & Materials Testing for new Andrews Rec Center	79052.3010 50431	2019-215	Change Originator:	Nancy Silver on behalf of Beth Goodale	10/26/18
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total			
\$28,707.50	\$79,592.00	\$108,299.50			

Consultant Name:	Terracon Consultants, Inc.
Contract Title:	Geotechnical Engineering and Construction Materials Testing Services, "As Needed"
Task Order Name:	IBC Chapter 1 & 17 Special Inspections and Material Testing for new Andrews Recreation Center
Scope of Work:	IBC Chapter 1 Inspections, IBC Chapter 17 Inspections, Chapter 1 MEP Inspections, Reinforced Concrete Construction testing and inspections, Reinforced structural masonry construction testing and inspections, soils construction inspections and testing, seismic resistance inspection, structural steel construction inspections and testing, and SWPPP Inspections as proposed.
List Authorized Sub-Consultants:	n/a
Deliverables:	As shown in Terracon Consultants proposal #PER181060, as attached.
Start Date: NTP	Completion Date: 9/12/2019

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

Georgetown County, SC Signatures: Beth Goodale Director of Parks & Recreation _____ Johnny Morant County Council Chairman	Terracon Consultants, Inc. [See Signed Proposal Attached] (Signature) _____ Date _____ Date NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.
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October 17, 2018

Georgetown County
Recreation & Community Services
2030 Church Street
Georgetown, SC 29440



Attn: Beth Goodale
P: (843) 545-3550
E: bgoodale@gtcounty.org

Re: Proposal for IBC Chapter 1 and 17 Special Inspections and Material Testing
Andrews Regional Recreation Center
Andrews, South Carolina
Terracon Proposal Number: PER181060
Georgetown County Contract #17-037T
South Carolina Statewide Term Contract #4400009992

Ms. Goodale,

Terracon Consultants, Inc. appreciates the opportunity to submit this proposal to provide the required 2015 International Building Code (IBC) Chapter 1 and 17 Inspection and Materials Testing Services for the Andrews Regional Recreation Center project located in Andrews, South Carolina. This proposal outlines the anticipated scope of services required and our budget estimate.

Terracon consists of a team of registered Professional Engineers (PE's), registered Engineers in Training (EIT's), project managers, laboratory professionals, and certified inspectors. Terracon's inspectors are certified to perform testing and/or inspections by the South Carolina Office of School Facilities (OSF), the International Code Council (ICC), the South Carolina Office of the State Engineer (OSE), the South Carolina Department of Labor, Licensing, and Regulation, the National Institute for Certification in Engineering Technologies (NICET), the American Concrete Institute (ACI), the South Carolina Department of Transportation (SCDOT), the American Welding Society (AWS), the American Society of Non Destructive Testing (ASNT), the Post-Tensioning Institute (PTI), and several other organizations. In addition, Terracon's engineering laboratory is accredited by the AASHTO Materials Reference Laboratory (AMRL), the Cement and Concrete Reference Laboratory (CCRL), and the US Army Corps of Engineers. Terracon's laboratory meets the requirements of the American Society for Testing and Materials standard ASTM E 329 *Standard Specification for Agencies Engaged in Construction and/or Testing*.

Terracon Consultants, Inc. 1246 Howard Avenue Myrtle Beach, SC 29577
P [843] 286 2500 F [843] 286 2504 terracon.com



A. PROJECT INFORMATION

The Andrews Regional Recreation Center is located at the intersection of Martin Luther King Avenue and South Cedar Avenue in Andrews, South Carolina. Based on the drawings provided and our experience with similar projects, we anticipate the work will include construction of the following;

- Approximate 27,000 sf building that consists of a gymnasium and surrounding classrooms, weight room, offices and canopies
- Compacted structural fill
- Shallow Foundations
- Slab on grade
- Masonry walls
- Structural Steel beams and framing
- Cold Formed Steel Framing

Terracon is very familiar with the required IBC Chapter 17 Special Inspections and Materials Testing required for this project, after having performed them on numerous other similar local projects. Project drawings and statement of special inspections was provided for our review for this proposal. A detailed project schedule was not provided.

B. SCOPE OF SERVICES

IBC Chapter 1 and 17 Inspections

Required IBC Chapter 1 and 17 Inspection Services required for this project will be conducted by Terracon in accordance with the recommendations and requirements offered by the project contract documents, the project geotechnical reports, the International Building Code, and the applicable ASTM testing and material standards.

We understand our scope of services for these projects will include observations and/or testing of the following areas construction:

IBC Chapter 1 Inspections

- 110.3.1 Footing and Foundation
- 110.3.2 Concrete Slab and Under Floor
- 110.3.4 Frame
- 110.3.5 Lath and Gypsum Board
- 110.3.6 Fire and Smoke Resistant Penetrations

IBC Chapter 17 Inspections

- 1704.3 Steel Construction

- 1704.4 Concrete Construction
- 1704.5 Masonry Construction
- 1704.7 Soils Construction
- 1705.3 Seismic Resistance
- 1705.4 Wind Resistance
- Associated sitework (parking, drives, sidewalks, utilities, SWPPP, etc.)

Chapter 1 MEP Inspections

Chapter 1 inspection will include but not limited to components such as: underground plumbing, footing and slab reinforcement, in wall, above ceiling, fire sprinkler system and fire alarm systems.

Reinforced Concrete Construction

Testing and inspections for reinforced concrete construction will be conducted by Terracon in accordance with the recommendations and requirements set forth by the project contract documents, the American Concrete Institute's (ACI) ACI 318-11 Building Code Requirements for Structural Concrete (ACI 318-11), the IBC 2015 table 1705.3, and the applicable ASTM testing and materials standards.

Reinforced concrete construction will include testing and/or inspections of:

- Reinforcement: location, size, grade, and type
- Concrete Pours: ASTM C 172 Standard Practice for Sampling Freshly Mixed Concrete
- Concrete Temperature: ASTM C 1064/ C 1064M-05 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
- Concrete Slump: ASTM C 143 Standard Test Method for Slump of Hydraulic-Cement Concrete
- Concrete Air Content: ASTM C 231 Standard Test Method for Air Content of Freshly Mixed Concrete by Pressure Method
- Concrete Compressive Strength: ASTM C 31 Standard Test Method for Making and Curing Concrete Test Specimens in the Field and ASTM C39 / C39M Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- Concrete Application Techniques

Concrete testing will be conducted by obtaining one (1) composite sample for each day's pour of concrete mixture every 50 cubic yards.

Reinforced Structural Masonry Construction

Reinforced structural masonry construction will be inspected and tested in accordance with the recommendations and requirements offered by the project contract documents, ACI 530-11/ASCE 5-11/TMS 402-11 Building Code Requirements for Masonry Structures, the IBC 2015, and the ASTM Testing and Materials Standards.

Testing and inspections of the reinforced structural masonry construction will include periodic or continuous inspections of the following items:

- Compliance with required inspection provisions of the construction documents and the approved submittals
- Proportions of site-prepared mortar
- Construction of mortar joints
- Location, size, grade, and type of reinforcement and connectors
- Type, size, and location of anchors
- Size and location of structural elements
- Anchorage of masonry to structural members
- Proportions of site-prepared grout
- Grout temperature: ASTM C 1064/ C 1064M-05 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
- Grout slump: ASTM C 143 Standard Test Method for Slump of Hydraulic-Cement Concrete
- Protection of masonry during cold weather
- Certificates of Compliance used in masonry construction
- Continuous inspections items will include:
 - Grout space prior to grouting
 - Grout placement
- Preparation of grout specimens: ASTM C 1019 Standard Test Method for Sampling and Testing Grout

Grout and mortar testing will be performed by obtaining one (1) composite sample for each day of masonry work and will include the specified number of grout specimens.

Soils Construction

Soil construction will be inspected in accordance with the project contract documents, applicable ASTM standards, and IBC 2015 Section 1705.6. Testing and inspections for site construction in the limits of the proposed building pad and paved areas will include site preparation and fill placement inspections, fill soil density testing. Near surface soil stability will be observed by proofrolling the subgrade with pneumatic tire construction equipment. Subgrade areas that are unstable will be identified for remediation or removal. Testing and verification may include the following inspections:

- Verify materials below shallow foundations are adequate to achieve the design bearing capacity
- Verify excavations are extended to proper depth and have reach proper material
- Perform classification and testing of controlled fill materials
- Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill
- Prior to placement of controlled fill, observe subgrade and verify that site has been prepared properly

Wind and Seismic

Inspection of wind –resisting components will consist of periodic observation of roof cladding and framing, wall connections to roof and framing, roof diaphragm systems, vertical wind force resistance systems and connections, and systems or components required to meet impact-resistance requirements.

Seismic resistance inspection will include the anchorage, material, and/or fastening of components such as: exterior wall panels, and suspended ceiling systems. Seismic inspection shall also include components within the seismic-resistance system including shear walls, drag struts, braces, shear panels, and hold-downs.

Structural Steel Construction

Structural steel construction will be inspected in accordance with the project contract documents, the approved project shop drawings, the Research Council on Structural Connections' Specification for Structural Joints Using ASTM A325 or A490 Bolts, the American Welding Society's (AWS) Structural Welding Code, the IBC 2015 table 1705.2, AISC 360, AISC 341 and the applicable ASTM standards.

Testing and inspections of the structural steel construction can include the following periodic inspections:

- Steel frame joint details
- Material verification of structural steel
- Welder qualifications
- Weld procedures
- Welding filler material
- Floor and decking welds
- Fillet welds < 5/16
- Welded structural diaphragm studs
- Welded sheet steel for cold-formed steel framing members such as studs and joists
- Material verification of high strength bolts, nuts, and washers
- High strength bolting

Continuous inspections can include:

- Full penetration and partial penetration groove welds
- Ultrasonic examination of welds: ASTM E 164 Standard Practice for Ultrasonic Contact Examination of Weldments
- Fillet welds > 5/16
- Multi-pass fillet welds
- Slip critical connections
- Structural welding in accordance with AISC Seismic Provisions

It is assumed that the steel fabricator for this project will be approved in accordance with the requirements of the IBC and the project contract documents. If this is not the case, inspections may be required on the premises of the fabricator during fabrication, in accordance with the requirements of the IBC and the project contract documents. The cost for this inspection service is not included in this budget proposal.

SWPPP Inspection

Terracon can conduct weekly Certified Erosion Prevention and Sediment Control Inspections (CEPSCI) to assure that the Storm Water Pollution Prevention Plan (SWPPP) is being followed and that Best Management Practices are in place, as part of the National Pollutant Discharge Elimination System (NPDES) requirements. These inspections would be conducted by a Certified Erosion Prevention and Sediment Control Inspector. Storm water inspection reports would be generated during each inspection as required by the Construction General Permit (CGP). During the inspection, the inspector will identify any deficiencies noted and recommend appropriate actions to address each deficiency.

C. COMPENSATION

Based on our review of the project drawings and the specifications, Terracon has estimated the following budgets to provide 2015 IBC Chapter 17 special inspection and testing services, and engineering services as detailed in this proposal. A detailed budget estimate for Terracon's services for this project is attached. Based upon our experience with other similar local projects, we estimate the following cost for our services.

Item	Budget Estimate
2015 IBC Chapter 1 and 17 Special Inspections and Material Testing	\$79,592.00

Because testing and inspection services are *highly dependent* on the construction schedule, these amounts are not a guaranteed maximum price or lump sum. Fees for professional services performed will be based on Terracon Unit Rates.

D. SCHEDULING OF SERVICES

Testing and inspection services will be provided on an as-requested/will-call basis with scheduling performed by the Contractor, Owner's Representative, or authorized project representative. Terracon will not be responsible for scheduling our services or for tests or inspections not performed due to failure to schedule our services. We also respectfully request that our services be scheduled a minimum of twenty four (24) hours in advance of the need for the service.

E. AUTHORIZATION

Please indicate your acceptance of this proposal by signing and returning the attached Terracon Agreement for Services both electronically and by mail. Upon receipt of the executed Agreement for Services, Terracon will proceed with our professional services for this project as detailed in this proposal.

We appreciate the opportunity to provide this proposal and look forward to continuing to work with you on this project.

Sincerely,

Terracon Consultants

Dylan A. Tanner
Project Manager



Nathaniel A Tracy
Material Services Department Manager

Attachments: Detailed Budget Estimate for Inspections and Testing



TERRACON FEE ESTIMATE
Chapter 1 and 17 Inspection and Materials Testing
Andrews Regional Recreation Center
Andrews, SC

PER181060

6/11/2018

Rates Reference Per:

Georgetown County Contract #17-037T

South Carolina Statewide Term Contract #4400009992

Task Description	Unit	Rate	Hours/Units	Cost
Chapter 1 Inspections				
I Underground				
Chapter 1 Inspector	hour	\$65.00	30	\$1,950.00
Trip (For vehicle mileage)	trip		10	\$0.00
II Framing				
Chapter 1 Inspector	hour	\$65.00	150	\$9,750.00
Trip (For vehicle mileage)	trip		25	\$0.00
III Mechanical, Electrical, Plumbing				
Chapter 1 Inspector	hour	\$65.00	150	\$9,750.00
Trip (For vehicle mileage)	trip		25	\$0.00
III OSF Above Ceiling and Final Inspection Prep				
Chapter 1 Inspector	hour	\$65.00	64	\$4,160.00
Trip (For vehicle mileage)	trip		8	\$0.00
Chapter 1 Inspections Estimated Subtotal:				\$25,610.00
Chapter 17 Inspections				
I Soils and Foundations				
Chapter 17 Inspector (Field Observations, nuclear density testing and HAB/DCP foundation testi	hour	\$42.00	60	\$2,520.00
Soils Laboratory Testing (ASTM D1557)	each	\$120.00	1	\$120.00
Trip (For vehicle mileage)	trip		12	
II Reinforced Concrete Inspection				
Chapter 17 Inspector (Field Observations, Rebar Inspection, Concrete testing and sampling, sai	hour	\$42.00	45	\$1,890.00
Concrete cylinders ASTM C31 and C39 (Sampling of 1 set of 5 samples per 50CY or 1 per de	each	\$12.00	100	\$1,200.00
Trip (For vehicle mileage)	trip		18	
III Reinforced Masonry Inspection				
Chapter 17 Inspector (Observations, Rebar Inspection, Grout testing, sampling, sample pick up)	hour	\$42.00	90	\$3,780.00
Grout Cubes ASTM C1019 (Sampling 1 set of 4 samples per day)	each	\$30.00	72	\$2,160.00
Trip (For vehicle mileage)	trip		36	
IV Structural Steel				
Chapter 17 Structural Steel Inspector (General observations and inspections)	hour	\$70.00	160	\$11,200.00
Trip (For vehicle mileage)	trip		20	
V Cold Formed Framing				
Staff Professional (General observations and inspections)	hour	\$55.00	20	\$1,100.00
Trip (For vehicle mileage)	trip		5	
VI Wind and Seismic Observation				
Staff Professional (General observations and inspections)	hour	\$55.00	16	\$880.00
Trip (For vehicle mileage)	trip		4	
Chapter 17 Inspections Estimated Subtotal:				\$24,850.00
Sitework Observations and Testing				
I Earthwork				
Engineering Technician (Field Observations, Proofrolls and nuclear density testing)	hour	\$42.00	24	\$1,008.00
Soils Laboratory Testing (ASTM D1557)	each	\$120.00	1	\$120.00
Trip (For vehicle mileage)	trip		6	
II Utilities				
Engineering Technician (Field Observations and nuclear density testing)	hour	\$42.00	32	\$1,344.00
Soils Laboratory Testing (ASTM D1557)	each	\$120.00	1	\$120.00
Trip (For vehicle mileage)	trip		8	
III Base and Asphalt				
Engineering Technician (Field Observations, Proofrolls and nuclear density testing)	hour	\$42.00	30	\$1,260.00
Soils Laboratory Testing (ASTM D1557)	each	\$120.00	1	\$120.00
Trip (For vehicle mileage)	trip		5	
IV Concrete				
Engineering Technician (Field Observations, Concrete testing and sampling, sample pick up)	hour	\$42.00	40	\$1,680.00
Concrete cylinders ASTM C31 and C39 (Sampling of 1 set of 5 samples per day)	each	\$12.00	25	\$300.00
Trip (For vehicle mileage)	trip		10	
V SWPPP Inspections				
CEPSCI Erosion Control Inspections	week	\$250.00	53	\$13,250.00
Sitework Observations and Testing Estimated Subtotal:				\$19,202.00
Management and Reimbursables				
Project Manager (Report review, site visit as required)	hour	\$85.00	50	\$4,250.00
Senior Engineer (Report review, site visit as required)	hour	\$110.00	8	\$880.00
Trip Charge (For vehicle mileage)	trip	\$25.00	192	\$4,800.00
Management and Reimbursables Estimated Subtotal:				\$9,930.00
Total Estimate:				\$79,592.00



SUBMIT IN A SEPARATELY SEALED AND MARKED ENVELOPE

COST SUMMARY
MANDATORY RFO SUBMISSION FORM

1. COST SUMMARY for Geotechnical Engineering Services:

Professional Discipline	Fee Schedule
<u>Professional Services</u>	
1. Staff Professional, per hour	\$ 55.00
2. Project Engineer, per hour	\$ 75.00
3. Project Manager, per hour	\$ 85.00
4. Senior Professional, per hour	\$ 110.00
5. Draftsman, per hour	\$ 55.00
6. Engineering Technician, Level I, per hour	\$ 38.00
7. Engineering Technician, Level II, per hour	\$ 42.00
<u>Laboratory Testing Services</u>	
1. Atterberg Limits, each	\$ 85.00
2. Grain Size (Wash 200 Sieve-without hydrometer), each	\$ 45.00
3. Grain Size (with hydrometer), each	\$ 65.00
4. Specific Gravity (Soil), each	\$ 85.00
5. Specific Gravity (Fine Aggregate), each	\$ 65.00
6. Specific Gravity (Course Aggregate), each	\$ 65.00
7. Aggregate Gradation	\$ 70.00
8. Concrete Cylinder testing, each	\$ 12.00
9. Compressive Strength of Cement-treated samples, each	\$ 15.00
10. Flexural testing of Concrete Beams, each	\$ 25.00
<u>Drilling Services</u>	
1. Mobilization of CPT rig and Crew, lump sum, each	\$ 500.00
2. Soil Test Borings/CPT soundings:	\$
a. CPT or SPT less than 60 blows, per linear foot	\$ 8.00
b. greater than 60 blows, per linear foot	\$ 10.00
c. additional split-spoon samples, each	\$ 22.00
3. Hourly rate for Drill Rig and crew, per hour	\$ 175.00

2. Company Name Terracon Consultants, Inc.

3. Printed Name of person binding bid Jeremy Crady

4. Signature (X) [Signature]

5. Date 5/23/2017

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

STATE OF SOUTH CAROLINA
MATERIALS MANAGEMENT OFFICE
CAPITAL CENTER
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: January 15, 2015

Solicitation: 5400008448
Description: Building Inspection Services
Agency: Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **8:00 AM, January 27, 2015**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to protest-mmo@mmo.sc.gov ,
- (b) by facsimile at 803-737-0639 , or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400009992

Awarded To: TERRACON CONSULTANTS INC
521 CLEMSON ROAD
COLUMBIA SC 29229

Maximum Contract Period: January 27, 2015 through December 12, 2019

Item	Description	Unit Price
00001	Project Management & Support	\$ 90.00
00002	Clerical Support	\$ 45.00
00003	Building Inspection	\$ 65.00

00004	Plumbing Inspection	\$ 65.00
00005	Electrical Inspection	\$ 65.00
00006	Mechanical Inspection	\$ 65.00
00007	Prestressed Concrete Inspection	\$ 55.00
00008	Reinforced Concrete Inspection	\$ 55.00
00009	Structural Masonry Inspection	\$ 55.00
00010	Spray-applied Fireproofing Inspection	\$ 55.00
00011	Structural Steel & Bolting Inspection	\$ 70.00
00012	Structural Steel Welding Inspection	\$ 70.00
00013	Soils Inspection	\$ 55.00
00014	Testing Technician (minimum NICET I)	\$ 48.00
00015	Testing Technician (minimum NICET II)	\$ 48.00
00016	Testing Technician (minimum NICET III)	\$ 55.00
00017	Post Tensioning Institute (PTI) certifi	\$ 65.00
00018	Post Tensioning Institute (PTI) certifi	\$ 70.00
00019	Pre-stressed Concrete Institute (PCI) In	\$ 65.00
00020	Pre-stressed Concrete Institute (PCI) Te	\$ 60.00
00021	American Welding Society (AWS) Certified	\$ 65.00
00022	American Welding Society (AWS) Certified	\$ 60.00
00023	American Welding Society (AWS) D1.1 Cert	\$ 60.00
00024	American Society of Nondestructive Testi	\$ 100.00
00025	American Society of Nondestructive Testi	\$ 90.00
00026	American Concrete Institute (ACI) Concre	\$ 55.00
00027	Ameriean Concrete Institute (ACI) Associ	\$ 55.00
00028	American Concrete Institute (ACI) Field	\$ 55.00
00029	National Concrete Masonry Association (N	\$ 55.00
00030	Association of the Wall and Ceiling indu	\$ 60.00
00031	UL Firestop Certificate or FM Firestop C	\$ 60.00
00032	Standard Proctor Test	\$ 120.00
00033	Modified Proctor Test	\$ 140.00
00034	Stone/aggregate density test	\$ 140.00
00035	California Bearing Ratio Test	\$ 300.00
00036	Soil Moisture Content Test	\$ 10.00
00037	Atterberg Limits Test	\$ 60.00
00038	Wash 200 Fines Test	\$ 60.00
00039	Grain Sieve Analysis w/out hydro (Coarse	\$ 60.00
00040	Grain Sieve Analysis w/hydro	\$ 90.00
00041	Soil Specific Gravity test	\$ 50.00
00042	Concrete Beam Strength Test	\$ 35.00
00043	Concrete Cores Strength Test	\$ 35.00
00044	Concrete Cylinders, Cure & Test	\$ 12.00
00045	Grout Prism Strength Test	\$ 30.00
00046	Mortar Cube Strength Test	\$ 35.00
00047	CMU Compressive test (test on 3 specimen	\$ 135.00
00048	Masonry Compressive Test (1 set of 3 pri	\$ 150.00
00049	Masonry Testing	\$ 45.00
00050	Concrete Coring Equipment	\$ 135.00
00051	PDA Pile Test Equipment	\$ 2,500.00
00052	Bolt Torque Wrench	\$ 35.00
00053	Ultrasonic Testing Equipment	\$ 35.00
00054	Nuclear Density Test Equipment (soil)	\$ 25.00

Procurement Officer
JUAQUANA BROOKINS



DRAFT

Bill To

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

Ship To

ANDREWS RECREATION CENTER
Georgetown County Parks & Rec
209 South Maple Street
Andrews, SC 29510

Purchase Order

No. 2019-00000215

10/29/18

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

Vendor 1114826 TERRACON CONSULTANTS INC**Contact**

TERRACON CONSULTANTS INC
1246 HOWARD AVE.
MYRTLE BEACH, SC 29577

Deliver by 09/12/19
Ship Via VEND
Freight Terms SITEWORK
Originator Nancy Silver
Resolution Number Contract 17-037T, TO#6
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
79592.0000	\$/US	Other Professional Services		\$1.0000	\$79,592.00
Item Description 2015 IBC Chapter 1 and 17 Special Inspections and Material Detail Description Testing					
G/L Account		Project		Amount	Percent
79052.3010-50431 (Other Professional Serv)					100.00%

Level	Level Description	Date	Approval User
2	Dept Head/Director	10/29/2018	Beth Goodale
3	Purchasing	10/29/2018	Nancy Silver

Subtotal \$79,592.00**Sales Tax** \$0.00**Total Due** \$79,592.00

SIGNATURE

SIGNATURE

Special Instructions

This purchase item is part of an awarded contract for "Indefinite Delivery / Indefinite Quantity" (IDIQ).

E-Mail To: _____ Company: _____

Contract Ref: # _____

FROM: Georgetown County, SC Purchasing Office; PHONE: (843)545-3083 FAX: (843)545-3500 E-MAIL: purch@gtcounty.org

Item Number: 6.e
Meeting Date: 11/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Change Order #1 to Procurement #18-043, Hagley West Drainage Improvements Phase 2

CURRENT STATUS:

Greenwall Construction Services, Inc. was awarded the contract for Procurement #18-043, Hagley West Drainage Improvements Phase 2. Public Services has worked with the engineer on this project, Stantec Consulting Services, and the awarded vendor, Greenwall Construction Services, Inc. to expand on the design for this project and meet the demands of nearby residents.

POINTS TO CONSIDER:

The revised design will provide the following benefits:

- 1) A second outfall which will significantly improve the downstream tailwater conditions.
- 2) An upsizing in the main drainage pipe along Hagley drive from an elliptical 29x45 pipe to a circular 48" diameter pipe. This will result in more than doubling of the flow capacity from approximately 42 CFS to 91 CFS.
- 3) A new outlet structure in the Founders Club pond will significantly reduce the flooding potential upstream from this pond, which includes Kings River Rd., Ashley Loop and Bristol Lane.
- 4) The new outlet structure in the Founders Club pond will also allow the pond water level to be lowered in advance of major storm events such as hurricanes, which will significantly increase the available storage in the pond and thereby reduce the flooding potential around the pond and upstream.

Even with the change order proposed, the price of the total contract at \$1,353,618.63, still remains less than the second lowest bid received at \$1,478,457.50.

FINANCIAL IMPACT:

This project was included in the FY19 budget as approved and is currently funded in GL account number 504.901.50705 up to \$1,430.069.00.

OPTIONS:

- 1) Approve Change Order #1 to Greenwall Construction Services, Inc.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Public Services staff recommends Change Order #1 for \$391,849.33 to add the proposed revisions to the phase 2 hagley west drainage improvements project. Both the Founders Club and other residents upstream of the pond requested improvements to the perpetual flooding, which could only be obtained by installing an outlet structure in the pond and increasing the flow capacity of the pipe along Hagley Dr.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Contract #18-043, Change Order 01	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Works	Cover Memo

Georgetown County, South Carolina
Execution of Contract Change or Adjustment

Type of Change: <input checked="" type="checkbox"/> Change Order <input type="checkbox"/> Contract Amendment <input type="checkbox"/> Task Order <input type="checkbox"/> Other				
Contract #	Sequence #	Amendment #	Administration Use ONLY	
18-043	1			Signature
Project #	G/L Account	Purchase Order		Date
Hagley West Ph2 Added outfall & struct	504-901-50705	2019-0000160-1	Budget Verified:	11/2/19
Prior Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total	Change Originator	11-1-19
\$ 961,769.30	391849.33	\$ 1,353,618.63	Tracy D. Jones	

Consultant Name:	Greenwall Construction Services, Inc.
Contract Title:	Construction for Hagley West Drainage Improvements Ph 2
Task Order Name:	Hagley West Ph 2 Additional Outfall and Pond Outlet Structure
Scope of Work:	Install an additional outfall and install an outlet structure at Founders Clube Golf Course Pond for the Hagley West Phase 2 Drainage Improvement Project. The outlet structure will control the rate of flow coming from the pond and the additional outfall will allow more runoff to flow through the system.
List Authorized Sub-Consultants:	N/A
Deliverables:	New outfall at downstream end of project and new outlet structure for golf course pond
Justification for Change:	The outlet structure for the pond on the golf course is needed to control the rate of flow coming from the upstream drainage area to the downstream system. The additional outfall will alleviate the taxing on the existing system and eliminated the need to removed permanent structures from the flow path.
Start Date: NTP	Completion Date: 90 days from NTP

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 shall be made for any work performed prior to the effective date. Unless otherwise indicated, receipt of this executed agreement is your Notice to Proceed with the work specified herein.

Georgetown County Signatures: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Ray C. Funnye Public Services Director </div> <div style="text-align: center;"> 11-1-18 _____ Date </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> Johnny Morant County Council Chairman </div> <div style="text-align: center;"> _____ Date </div> </div>		<p>see contract on file</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> _____ Signature </div> <div style="text-align: center;"> _____ Date </div> </div> <p>Notes:</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 must include all elements of this form for each line item of work.</p> <p>3. Attach additional budget forms as needed when multiple tasks and resources are proposed.</p>
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Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's Adds	10-23-18 Dwg Rev's Deducts	Net Change	GCS Total incl Chgs
1 Mobilization/staking/general conditions								
Add	1.00	sum	187,057.20	187,057.20				
Deduct	0.16	sum						
New qty	1.16	sum			39,930.00		39,930.00	226,987.20
2 Traffic Control								
Temp stoplight rental - add 1 mth	1.00	sum	28,125.41	28,125.41				
Deduct	1.00	sum	5,344.65		15,340.00		15,340.00	43,465.41
New qty	1.00	sum						
3 Dewatering Hagley Drive								
Add	1.00	sum	16,738.80	16,738.80				
Deduct	0.16	sum			6,678.00		6,678.00	23,416.80
New qty	1.16	sum						
4 Dewatering/Pump Around/Sand Bags (Otter Run Rd)								
Add	1.00	sum	4,062.60	4,062.60				
Deduct		sum						4,062.60
New qty	1.00	sum						
5 Strip Topsoil								
Add	1,200.00	cuyd	15.87	19,044.00				
Deduct	192.00	cuyd			3,047.04		3,047.04	22,091.04
New qty	1,392.00	cuyd						
6 Clearing and Grubbing, tree removal (Otter Run Rd)								
Add	0.15	acre	50,320.00	7,548.00				
Deduct		acre						7,548.00
New Qty	0.15	acre						
7 Remove Stormwater Pipe								
Add	1,065.00	lnt	13.61	14,494.65				
Deduct		lnt						14,494.65
New qty	1,065.00	lnt						

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt 961,769.30	10-23-18 Dwg Rev's Add 647,373.51 Deducts (255,524.18)	Net Change 391,849.33	GCS Total incl Chgs 1,353,618.63
8 Remove Conc. Headwall							
Add	2.00	each	541.68	1,083.36			1,083.36
Deduct		each					
New qty	2.00	each					
Misc. Demolition (clearing, tree removal, SW Struct. Removal, 9 etc.)							
Add	1.00	lsun	7,992.00	7,992.00		1,278.72	9,270.72
Deduct	0.16	lsun					
New qty	1.16	lsun					
Documentation of and replacement of landscaping along re-							
10 graded ditch b/t TMS 04-0207-562-00-00 & 563-00-00							
Add	1.00	lsun	13,131.30	13,131.30			13,131.30
Deduct							
New qty	1.00	lsun					
11 Beaver Dam Removal (Otter Run Rd, approx. 150 LF)							
Add	1.00	lsun	1,676.10	1,676.10			1,676.10
Deduct							
New qty	1.00	lsun					
12 Remove Driveway/Road - Asphalt/Concrete							
Add (per qty callouts)	755.00	sqyd	23.72	17,908.60		3,890.08	21,798.68
Add (ref C8 - D/W @ 15" CPP demo)	137.00	sqyd			3,249.64		
Deduct	27.00	sqyd			640.44		
New qty	919.00	sqyd					
13 Hydroseeding							
Add	86,425.00	sqft	0.11	9,506.75		1,521.08	11,027.83
Deduct	13,828.00	sqft			1,521.08		
New qty	100,253.00	sqft					

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's Adds	10-23-18 Dwg Rev's Deducts	Net Change	GCS Total incl Chgs
14 Orange Safety Fence								
Add	3,630.00	lnft	1.79	6,497.70			1,074.00	7,571.70
Deduct	600.00	lnft			1,074.00			
New qty	4,230.00	lnft						
15 SC150 Erosion Control Matting in Ditch								
Add	2,470.00	sqyd	2.07	5,112.90			70.38	5,183.28
Deduct	34.00	sqyd			70.38			
New qty	2,504.00	sqyd						
16 Riprap Pipe Outlet Protection								
Add - New outfall area	75.00	sqyd	124.54	9,340.50			4,981.60	14,322.10
Deduct	40.00	sqyd			4,981.60			
New qty	115.00	sqyd						
Ref dwg C15								
17 Stabilized Construction Entrance								
Add	1.00	each	2,708.40	2,708.40			433.34	3,141.74
Deduct	0.16	each			433.34			
New qty	1.16	each						
18 Sediment Tubes								
Add	29.00	each	68.25	1,979.25			341.25	2,320.50
Deduct	5.00	each			341.25			
New qty	34.00	each						
19 Concrete Washout								
Add	1.00	each	1,237.65	1,237.65			198.02	1,435.67
Deduct	0.16	each			198.02			
New qty	1.16	each						

Greenwall Construction Service, Inc.

Hagley West Drainage Impls Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's	Net Change	GCS Total Incl Chgs
20 Inlet Protection	15.00	each	135.42	961,769.30	647,373.51 (255,524.18)	1,354.20	1,353,618.63
Add	10.00	each			1,354.20		3,385.50
Deduct							
New qty	25.00	each					
21 Silt Fence Rock Outlet (Otter Run Rd)	1.00	each	1,665.00	1,665.00			1,665.00
Add		each					
Deduct		each					
New qty	1.00	each					
22 Silt Fence (Otter Run Rd)	500.00	lnft	2.78	1,390.00			1,390.00
Add		lnft					
Deduct		lnft					
New qty	500.00	lnft					
23 15" Drainage Pipe	8.00	lnft	46.60	372.80			372.80
Add		lnft					
Deduct		lnft					
New qty	8.00	lnft					
24 18" Drainage Pipe	453.00	lnft	46.62	21,118.86			21,118.86
Add		lnft					
Deduct		lnft					
New qty	453.00	lnft					
25 24" Drainage Pipe	80.00	lnft	64.85	5,188.00	4,085.55	4,085.55	9,273.55
Add	63.00	lnft					
Deduct		lnft					
New qty	143.00	lnft					
Ref C15 6ft, C18 65ft, C21 36ft x 2							
26 30" RCP Drainage Pipe (deleted)	28.00	lnft	87.34	2,445.52		(2,445.52)	
Add		lnft					
Deduct	(28.00)	lnft			(2,445.52)		
New qty		lnft					

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's	Net Change	GCS Total Incl Chgs
				961,769.30	Adds 647,373.51 (255,524.18)	391,849.33	1,353,618.63
27 42" RCP Drainage Pipe	45.00	lnft	153.53	6,908.85		3,838.25	10,747.10
Add	25.00	lnft			3,838.25		
Deduct		lnft					
New qty	70.00	lnft					
Ref C15 47ft RW Crossing + 25ft Between New CB's							
Box Culvert Items 28, 29, 30, 31							
32 Option #2- 29"x45" Conc. Elliptical Pipe	1,251.00	lnft	175.23	219,212.73		(158,057.46)	61,155.27
Add		lnft					
Deduct	(902.00)	lnft			(158,057.46)		
New Qty - Ref C-19	349.00	lnft					
Option #2- Conc. Elliptical Pipe Beveled End inc. Riprap per SCDOT Std.	7.00	each	2,845.81	19,920.67		(14,229.05)	5,691.62
Add		each					
Deduct	(5.00)	each			(14,229.05)		
New qty	2.00	each					
Ref C20 Ell Pipe Road Crossing (not box culvert as shown)							
Option #2- 24"x36" SCDOT Drop Inlets (4'x4' Box) for Elliptical Pipe Connections	6.00	each	3,708.01	22,248.06		(14,832.04)	7,416.02
Add		each					
Deduct	(4.00)	each			(14,832.04)		
New qty	2.00	each					
Ref Dwg C19							
Chg Description to SCDOT 24"x36" Drop Inlet (5'x5' Box) for Elliptical Pipe Connections							
Option #2- Storm Elliptical Pipe Road Crossing	1.00	each	5,971.80	5,971.80			5,971.80
Add		each					
Deduct		each					
New qty	1.00	each					
Ref Dwg C20 at Kings River Rd							
Price is based on elliptical (not box culvert as shown)							

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's Adds	10-23-18 Dwg Rev's Deducts	Net Change	GCS Total incl Chgs
Means & Methods for Installation of Box Culvert Parallel w/								
36 Existing Water Main	1.00	Isom	5,550.00	5,550.00			10,888.00	16,438.00
Add	0.16	Isom			888.00			
Deduct	1.00	Isom			10,000.00			
New qty - Leave as 1 LS	1.00	Isom						
Chg description to Means & Methods for Installation of 48" RCP								
Parallel w/ Existing Water Main								
37 Beveled Pipe Ends Inc. Riprap & Geotextile Fabric	30.00	each	1,150.67	34,520.10			(2,301.34)	32,218.76
Add	(2.00)	each				(2,301.34)		
Deduct	28.00	each						
New qty								
38 Custom 8'x10' Drop Inlet Struct. (deleted)	1.00	each	7,428.56	7,428.56			(7,428.56)	
Add		each						
Deduct	(1.00)	each				(7,428.56)		
New qty		each						
39 Connect 42" RCP to Ex. Struct. (deleted)	1.00	each	674.88	674.88			(674.88)	
Add		each						
Deduct	(1.00)	each				(674.88)		
New qty		each						
40 24"x36" SCDOT Drop Inlet (2'x3' Box) w/ Side Weirs	1.00	each	2,222.81	2,222.81				2,222.81
Add		each						
Deduct		each						
sb New qty	1.00	each						
Ref Dwg C23 - Mark A.40								

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's Adds	10-23-18 Dwg Rev's Deducts	Net Change	GCS Total Incl Chgs
41 24"x36" SCDOT Drop Inlet (4'x4' Box) w/ Side Weirs	1.00	each	2,302.12	2,302.12				
Add - Upgrade box size to 5x4 for twin 18" RCP	1.00	each			647,373.51	(255,524.18)	391,849.33	1,353,618.63
Deduct		each						
New qty	1.00	each			1,400.00		1,400.00	3,702.12
Ref Dwg C23 - Mark A.38 - Chg description to 24"x36" SCDOT Drop Inlet (5'x5' Box) w/ Side Weirs								
42 24"x36" SCDOT Drop Inlet (6'x6' Box)	4.00	each	3,708.01	14,832.04			(11,124.03)	3,708.01
Add		each						
Deduct	(3.00)	each				(11,124.03)		
New qty	1.00	each						
Ref Dwg C15 - Mark B.1, Ref Item J for 2ea Not Marked for Connecting New 42" RCP								
43 Connect ex. 15" CPP to new SCDOT 24"x36" Drop Inlet	1.00	each	646.91	646.91				646.91
Add		each						
Deduct		each						
New qty	1.00	each						
Ref Dwg C17 - Mark A.11								
44 Connect 42" CPP to Custom Drop Inlet (deleted)	2.00	each	1,233.40	2,466.80			(2,466.80)	
Add		each						
Deduct	(2.00)	each				(2,466.80)		
New qty		each						
Ref Dwg C15 North Side of Hagley Dr.								
45 Asphalt Paving for Driveways	280.00	sqyd	53.14	14,879.20			1,594.20	16,473.40
Add	30.00	sqyd			1,594.20			
Deduct		sqyd						
New qty (Demo qty incl w/ item 12)	310.00	sqyd						
46 Concrete Paving for Driveways	175.00	sqyd	99.32	17,381.00			198.64	17,579.64
Add	2.00	sqyd			198.64			
Deduct		sqyd						
New qty (Demo qty incl w/ item 12)	177.00	sqyd						

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's	Net Change	GCS Total incl Chgs
				961,769.30	Adds 647,373.51 (255,524.18)	391,849.33	1,353,618.63
47 Asphalt Paving for SCDOT Roadways							
Add	225.00	sqyd	49.95	11,238.75			21,578.40
Deduct	207.00	sqyd			10,339.65	10,339.65	
New qty (Demo qty incl w/ item 12)	432.00	sqyd					
48 1.5" Asphalt Overlay for pipe crossings							
Add	1,925.00	sqyd	14.72	28,336.00		(10,672.00)	17,664.00
Deduct	(725.00)	sqyd			(10,672.00)		
New qty	1,200.00	sqyd					
49 Fine Grading (driveways, road, swales)							
Add	9,560.00	sqyd	2.78	26,576.80		4,931.72	31,508.52
Deduct	1,774.00	sqyd			4,931.72		
New qty	11,334.00	sqyd					
50 Fine Grading (Otter Run Rd, Spillway Area and Access)							
Add	600.00	sqyd	5.00	3,000.00			3,000.00
Deduct		sqyd					
New qty	600.00	sqyd					
51 Storm Pipe Road Crossing							
Add	3.00	each	5,971.80	17,915.40		5,971.80	23,887.20
Deduct	1.00	each			5,971.80		
New qty	4.00	each					
Ref Dwg's C15, C17, C21							
52 Flowable Fill around road pipe crossings							
Add	80.00	cuyd	159.17	12,733.60		4,775.10	17,508.70
Deduct	30.00	cuyd					
New Qty	110.00	cuyd					

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's Adds	Deducts	Net Change	GCS Total incl Chgs
53 Sanitary Sewer Service Relocation (deleted)	10.00	each	3,129.25	31,292.50	647,373.51	(255,524.18)	391,849.33	1,353,618.63
Add		each					(31,292.50)	
Deduct	(10.00)	each				(31,292.50)		
New Qty		each						
54 Water Service Relocation	10.00	each	938.46	9,384.60	938.46		938.46	10,323.06
Add	1.00	each						
Deduct		each						
New Qty	11.00	each						
55 6" Water Main Vertical Relocation	3.00	each	2,544.56	7,633.68				7,633.68
Add		each						
Deduct		each						
New Qty	3.00	each						
56 8" Water Main Vertical Relocation	3.00	each	2,842.67	8,528.01	2,842.67		2,842.67	11,370.68
Add	1.00	each						
Deduct		each						
New Qty	4.00	each						
57 10" Water Main Vertical Relocation	3.00	each	3,615.89	10,847.67	3,615.89		3,615.89	14,463.56
Add	1.00	each						
Deduct		each						
New Qty	4.00	each						
58 12" Water Main Vertical Relocation	3.00	each	4,035.87	12,107.61				12,107.61
Add		each						
Deduct		each						
New Qty	3.00	each						

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's Adds	10-23-18 Dwg Rev's Deducts	Net Change	GCS Total incl Chgs
59 Concrete Utility Conflict Box	1.00	each	6,280.78	6,280.78	647,373.51	(255,524.18)	31,403.90	1,353,618.63
Add	5.00	each			31,403.90			37,684.68
Deduct		each						
New qty	6.00	each						
Ref C15 - Mark A.7A, C16 A.8A & A.9, C17 A.10A, A.12, A.13								
Chg description to Concrete Conflict Box for Sanitary Sewer								
60 Misc. relocations, working around exist. utilities, shoring	1.00	lsun	9,270.72	9,270.72			1,483.32	10,754.04
Add	0.16	lsun			1,483.32			
Deduct		lsun						
New Qty								
Stantec 9-23-18 Drawing Revisions - Not in Original Bid								
A Add 48" RCP	1,995.00	lnft	175.23		349,583.85		349,583.85	349,583.85
B Add - Excavation, Displacement, Etc For Depth Change	1,027.00	cuyd	15.87		16,298.49		16,298.49	16,298.49
C Increased Ht of CB's along Hagley Drive								
24"x36" SCDOT Drop Inlet (5'x5' Box) Ref C15 - Mark B.2, B.3 w/ Weir, A.6, A.6A, A.7 w/ Weir, C16 A.8B, A.10, C17 A.10B, A.11, C18 A.14, A.1A w/ Weir, A.15, C19 A.15A, A.15B. (Price incl's Increased Ht)	14.00	each	4,558.00		63,812.00		63,812.00	63,812.00
D Extg FM Relocated W/ DIP & MJ at 2nd Outfall Structure	1.00	each	4,500.00		4,500.00		4,500.00	4,500.00
E Additional Clearing at 2nd Outfall (Approx 8 Trees Marked)	1.00	lsun	15,420.00		15,420.00		15,420.00	15,420.00
F R&R Extg Wooden Fence Along Golf Course	1.00	lsun	2,500.00		2,500.00		2,500.00	2,500.00
G R&R Extg Irrigation Lines & Sprinkler Heads at Residence South of Lake Dr	1.00	lsun	1,500.00		1,500.00		1,500.00	1,500.00
Add New Outlet Structure in Pond (Structure, Grating, Trash Racks, Flashboard Riser, Etc.)	1.00	each	14,664.69		14,664.69		14,664.69	14,664.69
Ref Dwg's C19 & C30								

Greenwall Construction Service, Inc.

Hagley West Drainage Impts Ph 2

GCS Summary of Changes Shown

Bid Item	Qty	U/M	U/P	Original Contract Amt	10-23-18 Dwg Rev's Adds	10-23-18 Dwg Rev's Deducts	Net Change	GCS Total incl Chgs
I				961,769.30	647,373.51	(255,524.18)	391,849.33	1,353,618.63
Wooden Retaining Wall (Pricing Pending Further Review, Design, Etc.)					TBD		TBD	TBD
Ref Dwg C15								
J	2.00	each	4,324.81		8,649.62		8,649.62	8,649.62
R&R Extg CB At Metzler Property at New 42" Crossline. Incl's Connections To Extg Pipes.								
Ref Dwg C15 - 2ea Not Marked for Connecting New 42" RCP & Other Extg Pipe								
GCS - New Items / Other Changes Not Mentioned								
1) Add - Tree Protection	5.00	each	250.00		1,250.00		1,250.00	1,250.00
Ref Dwg C5								
2) Plug / Abandon Existing RCP DW Culvert (Size Unknown)	1.00	lsum	750.00		750.00		750.00	750.00
Ref Dwg C15								



Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

Memorandum

To: Nancy Silver

From: Ray C. Funnye, Director

Date: November 2, 2018

Re: Justification for Change Order #1 –Hagley West Ph. 2 Drainage Improvements Project (18-043)

In order to take advantage of fast tracking construction options and the significant savings (approximately \$400k) provided in the Greenwall, Inc. bid received August 1, 2018 for this project, the phase I segment of project was awarded. During this period, the County was able to secure permanent easements for a secondary outfall (discharge) along Hagley Drive which allowed our design consultants, Stantec, Inc., to revise the design drawings with significant hydraulic improvements. In addition, both the Founders Club and other residents upstream of the pond requested improvements to the perpetual flooding, which could only be obtained by installing an outlet structure in the pond and increasing the flow capacity of the pipe along Hagley Drive.

The revised design will provide the following benefits:

- A second outfall which will significantly improve the downstream tailwater conditions. This has been verified in the hydraulic Model.
- An upsizing in the main drainage pipe along Hagley drive from an elliptical 29X45 pipe to a circular 48" diameter pipe. This will result in more than doubling of the flow capacity from approximately 42 CFS to 91 CFS.
- A new outlet structure in the Founders Club pond will significantly reduce the flooding potential upstream from this pond, which includes Kings River Road, Ashley Loop and Bristol Lane.

- The new outlet structure in the Founders Club pond will also allow the pond water level to be lowered in advance of major storm events such as hurricanes which will significantly increase the available storage in the pond and thereby reduce the flooding potential around the pond and upstream.

In summary, the recommended additions to the original scope of work thru this proposed change order will provide the necessary improvements for a successful drainage project; all completed within the original budget. In view of this, I recommend that this change order be approved and awarded to the contractor.



Item Number: 6.f
Meeting Date: 11/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-074, Roll-Off Truck With Cable Hoist

CURRENT STATUS:

The new Roll-Off Truck with Cable Hoist will be a replacement of the 2014 Freightliner Roll-Off Truck under the FY19 Capital Equipment Replacement Program (CERP) for the Environmental Services Collections division.

POINTS TO CONSIDER:

1) Procurement of this unit will utilize the North Carolina Sheriff's Association (NCSA) cooperative purchasing program, under the Purchasing Ordinance (2008-09):

Sec. 2-75. Cooperative Purchasing Agreements

Independent of the requirement of sections 2-48, 2-51, 2-53 through 2-55, and 2-77 of this manual, and as prescribed in Title 11, Chapter 35, Article 19, Section 11-35-4610 and 4810 of the State Consolidated Procurement Code, the Purchasing Officer may procure items, to include but not limited to supplies, equipment or services through cooperative purchasing agreements with an external procurement activity.

2) The County has compared costs between vendors and cooperatives and finds the NCSA cooperative pricing with Triple T Truck Centers to be the lowest cost and in the best interest of the County.

3) A quote of \$156,183.74 was received from Nu-Life Environmental of Easley, SC in collaboration with Christopher Trucks, Inc. of Greenville, SC.

4) A quote of \$155,563.00 was received from Triple T Truck Centers of Wilmington, NC with a location in Florence, SC, using NCSA Cooperative Contract #19-03-0504 pricing.

5) A roll-off truck with cable hoist was purchased from the vendor, Triple T Truck Center, in FY18 and the department has been happy with the equipment.

FINANCIAL IMPACT:

This item was included in the FY19 CERP and is budgeted in G/L account number 502.307-50713. With a budget provided of \$167,000.00, this purchase will be fully funded.

OPTIONS:

1) Approve purchase from Triple T Truck Centers as the delivering dealer for a Freightliner 114SD Roll-Off Truck with Cable Hoist in the amount of \$155,563.00 inclusive of sales tax and delivery; OR

2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

Georgetown County received two (2) quotes for procurement of a Freightliner 114 SD Roll-Off Truck with Cable Hoist. Staff has reviewed and evaluated both quotes and finds the quote from Triple T Truck Centers meets all required specifications at the lowest cost. The NCSA cooperative pricing provided by Triple T Truck Centers was found to be the lowest price quoted at \$155,563.00 and includes valuable benefits such as an extended warranty and readily accessible parts. In addition, the Cummins engine quoted as part of Triple T's proposal is preferred over the Detroit Diesel engine quoted by Nu-Life Environmental. Based on the aforementioned, staff recommends award go to the lowest bidder, Triple T Truck Centers, for a total amount of \$155,563.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Vehicle/Equipment Procurement Approval	Cover Memo
▣ Triple T Truck Centers Quote	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▣ PO 2019-0240 Roll Off Truck w Cable Hoist	Backup Material



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 18-074

Procurement for: Freightliner Roll-Off Truck with Cable Hoist

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$152,000 **FY** 19

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer
☐-Cash Purchase
☒-Municipal Lease/Purchase Financing 6 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
502.307-50707	\$167,000
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐- New Acquisition Replacement: ☒- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2014 Freightliner Rolloff

VIN/Serial No. 1FVHG3DV4EHFK0501

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

Bank Currently Holding Title: TD Equipment Financing - Lease pay off Dec. 2018

Department Director/Elected Official

Budget Officer

Purchasing

Finance Director

County Administrator

10.22.18

Date

10/22/19

Date

10/22/18

Date

10/22/18

Date

10/23/18

Date

Prepared for:
 NANCY SILVER
 GEORGETOWN COUNTY SC
 129 SCREVEN ST ROOM 202
 POD 421270
 GEORGETOWN, SC 29442
 Phone: 843-545-3076



Prepared by:
 David Foster
 TRIPLE T FLR STL & WST
 2715 HIGHWAY 421 NORTH
 WILMINGTON, NC 28401
 Phone: 910-763-6281

NCSA CONTACT #19-03-0504

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-17D	SD PRL-17D (EFF:11/14/17)			N/C
Data Version				
DRL-028	SPECPRO21 DATA RELEASE VER 028			N/C
Vehicle Configuration				
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,576	\$154,920.00
004-220	2020 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK	480	-480	(\$2,442.00)
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-011	CONSTRUCTION SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-003	DRY BULK COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service				
AA3-010	ROLL OFF/ROLL ON BODY			N/C
AF3-1H9	AMICK EQUIPMENT			N/C
Engine				
101-22W	CUM L9 380 HP @ 1900 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70	(\$3,372.00)
Electronic Parameters				
79A-063	63 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
* 79K-013	PTO MODE ENGINE RPM LIMIT - 1600 RPM SET PTO RPM LIMIT TO 1700 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM			N/C
79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			\$109.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-209	(3) DTNA GENUINE, FLOODED STARTING, MIN 3375CCA, 585RC, THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
87P-998	NO CAB AUXILIARY POWER WIRING			STD
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		\$230.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20		N/C
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$823.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
23Z-002	NON-POLISHED ALUMINUM DIESEL EXHAUST FLUID TANK COVER	15	5	\$144.00
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)			N/C
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20		N/C
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			N/C
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$90.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH			\$69.00
Transmission				
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100	\$13,178.00
Transmission Equipment				
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED			N/C
84L-010	DISABLE - LOAD BASED SHIFT SCHEDULE, DISABLE - VEHICLE ACCELERATION CONTROL			N/C
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB			\$49.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$25.00
362-157	CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			STD
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15		N/C
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260		\$3,576.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE			\$14.00

Front Suspension

620-068	23,000# FLAT LEAF FRONT SUSPENSION	340		\$898.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
410-998	NO FRONT SHOCK ABSORBERS	-30		N/C
Rear Axle and Equipment				
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		450	\$4,251.00
421-538	5.38 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	100	100	\$693.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		40	\$1,244.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE			N/C
87A-002	BUZZER AND BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			N/C
87B-005	BUZZER AND BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$343.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-003	STANDARD BRAKE CHAMBER LOCATION			STD
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
425-002	REAR BRAKE DUST SHIELDS		10	\$116.00
440-006	REAR OIL SEALS			STD
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			\$44.00
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$110.00
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			\$262.00
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		750	\$3,124.00
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
624-011	52 INCH AXLE SPACING			STD



Prepared for:
NANCY SILVER
GEORGETOWN COUNTY SC
129 SCREVEN ST ROOM 202
POD 421270
GEORGETOWN, SC 29442
Phone: 843-545-3076



Prepared by:
David Foster
TRIPLE T FLR STL & WST
2715 HIGHWAY 421 NORTH
WILMINGTON, NC 28401
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS			N/C
623-005	FORE/AFT CONTROL RODS			N/C
Brake System				
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		N/C
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK			\$77.00
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
Wheelbase & Frame				
545-662	6625MM (261 INCH) WHEELBASE			N/C
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	940	100	\$2,169.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	267	454	\$1,452.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 195.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 192.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 353.91			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 195.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 104.77 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 109.56 in			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1E5	14 INCH PAINTED STEEL BUMPER	20		\$242.00
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25		\$175.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
489-032	FACTORY INSTALLED BENDIX SMARTIRE TPMS WITH WHEEL RIM MOUNTED SENSORS & STANDARD GAUGE MOUNTED IN DASH ON J1939 500K.	6	6	\$1,077.00
Fuel Tanks				
206-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - RH	85	20	\$720.00
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH			STD
218-001	23 INCH DIAMETER FUEL TANK(S)			N/C
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-014	LH FUEL TANK MOUNTED FORWARD, RH FUEL TANK MOUNTED AFT			N/C
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	10		\$51.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$802.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160	\$192.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$182.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104	STD
50W-001	BENDIX SMARTIRE TIRE PRESSURE MONITORING SYSTEM WHEEL/RIM MOUNTED SENSORS, TIRE MOUNTER INSTALLED	8	128	\$650.00
Cab Exterior				
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-004	FRONT FENDERS SET-BACK AXLE			N/C
678-001	LH AND RH GRAB HANDLES			STD
646-041	STATIONARY BLACK GRILLE			STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4		\$79.00
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
302-001	(5) AMBER MARKER LIGHTS			STD
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			\$43.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			(\$74.00)

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER			\$12.00
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-007	GRAY/CHARCOAL WING DASH			STD
860-004	SMART SWITCH EXPANSION MODULE			\$206.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			\$190.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$225.00
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
721-001	97 DB BACKUP ALARM		3	\$47.00
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED			\$286.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	5		\$56.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10		\$398.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			N/C
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-998	NO VEHICLE PERFORMANCE MONITOR	-5		N/C
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-020	STANDARD BLACK BUMPER PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS	STD
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Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY	N/C
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$188,233.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10277 lbs	8481 lbs	18758 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	10277 lbs	8481 lbs	18758 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-017	2016 OBD/2010 EPA/CARB/GHG17 ESCALATOR	\$300.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,100.00



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Extended Warranty

WAL-105	AXLE: FRONT/TANDEM REAR HD MODERATE 5 YEAR/200,000 MILE/322,000 KM EXTENDED AXLE COVERAGE.	\$293.00
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Currency Exchange Rate	1.0000
Total Extended Warranty (Local Currency)	\$293.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
001	AMICK SUPPLIED RUDCO 60,000 LB. ROLL OFF PER QUOTE #RA 10-24-18	0	0	\$44,474.00
002	AMICK INSTALLED PRO VISION TV550 BACK UP CAMERA	0	0	\$1,420.00
Total Dealer Installed Options		0 lbs	0 lbs	\$45,894.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 380 HP @ 1900 RPM, 2100 GOV RPM, 1250
 LB/FT @ 1400 RPM
 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
 HENDRICKSON RT463 @46,000# REAR SUSPENSION
 MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH
 DROP SINGLE FRONT AXLE

23,000# FLAT LEAF FRONT SUSPENSION
 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 6625MM (261 INCH) WHEELBASE
 1/2X3.64X11-7/8 INCH STEEL FRAME
 (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	108,077	\$	108,077
EXTENDED WARRANTY		\$	293	\$	293
DEALER INSTALLED OPTIONS		\$	45,894	\$	45,894
CUSTOMER PRICE BEFORE TAX		\$	154,264	\$	154,264

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(357.98)	\$	(357.98)
TAXES AND FEES	\$	1,656.98	\$	1,656.98
NCSA FEE \$1,156.98 AND SC SALES TAX OF \$500				
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	155,563.00	\$	155,563.00
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

NCSA CONTRACT #19-03-0504



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Daimler Truck Financial

Financing that works for you.

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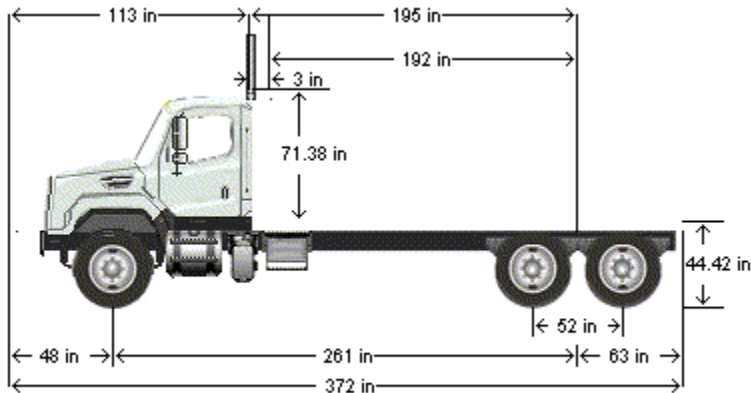


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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model 114SD
Wheelbase (545) 6625MM (261 INCH) WHEELBASE
Rear Frame Overhang (552) 1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
 Mounting Location (577) NO FIFTH WHEEL LOCATION
 Maximum Forward Position (in) 0
 Maximum Rearward Position (in) 0
 Amount of Slide Travel (in) 0
 Slide Increment (in) 0
 Desired Slide Position (in) 0.0
Cab Size (829) 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE



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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	113.4
Bumper to Centerline of Front Axle (BA)	47.9
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	195.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	192.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	258.4
Cab Height (CH)	71.4
Wheelbase (WB)	261.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	371.9
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	44.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





Customer: Georgetown County
Contact: Ray Funnys / Nancy Silver

Ship To: Triple T Trucks, Florence, SC

<u>Qty</u>	<u>Description</u>	<u>Contract Price</u>	<u>Extended Price</u>
1	Rudco Roll-off Hoist O/R 60,000# Body Paint: Black <i>Includes all standard equipment, as well as the following options:</i>	\$49,601.00	\$49,601.00
1	Power Take Off - Hot Shift		
1	Hydraulic Pump - Direct mount		
1	Factory Mount		
1	Steel - Diamondplate Fenders, Tandem		
	Upgrade Base Model To:		
1	75,000# Capacity		
1	Inside Air Controls		
1	LED Lighting Package		
1	Toolbox 18x18x36" Frame Mount Steel		
1	Roll-Rite DC400 w/ Hydraulic Tower & Spring loaded pivots.		
1	Rear container securement - Ratchet straps.		
1	Tarp Upgrade - Roll-Rite P/N 86285 - Pleated X-wide w/ grommets		
1	Freight - Factory to AECL Carolinas		
1	PDI & One local move to Truck Dealer OR Customer		
1	Mobile On-site Warranty Pkg., 1 yr.		

Body Subtotal: \$49,601.00

NCSA Body Discount (6%): -\$2,976.06

Additional Discount: -\$2,150.00

Purchase Price: \$44,474.94

NOTE: Please reference Contract # on PO.

Body ETA: 90 Days after receipt of TRUCK

Quoted By: Ryan Amick
 Sales Representative

Quote Date: 10/24/2018
Quote Expires: 11/23/2018

TAXES: Unless itemized above, prices do not include local, state or federal taxes. AECL cannot collect NC "Highway Use Tax". NC Customers pay "Highway Use Tax" directly to NCDMV when titling vehicle. **PAYMENT TERMS:** Payment due within 15 DAYS after acceptance of equipment. **QUOTE EXPIRATION:** Pricing is typically honored for 30 days from date quoted, but pricing is subject to change under extenuating circumstances including, but not limited to, volatile markets, factory price increases, etc. Amick makes every effort to give ample notice when we are able. **DELIVERY ESTIMATES:** ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc. **WEIGHT RESTRICTIONS:** Operating overweight equipment can result in fines, damage to equipment or injury to operators. Amick Equipment makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR. **CHASSIS DEALERS - PLEASE NOTE:** Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer

will be responsible. **CHASSIS DEALER TERMS:** Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 6% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing by Amick representative prior to order.

ADDITIONAL OPTIONS AVAILABLE - *Not included in base price above.*

<u>Description</u>	<u>Unit Price</u>
Upgrade Toolbox to Black Stainless Steel, T-Handle, Buyers. ADD:	\$ 170.00
PRO VISION TV550 BACK UP CAMERA - INSTALLED	\$1,420

HOISTS

Roll-Off Hoist (Inside-Outside Rail or Outside Rail)

**50,60 and 75,000 LB.
Capacity Models Available**



FEATURING:

- 52° Dump Angle
- Single Stage Interchangeable Cylinders for both Lift and Reeving Cylinders
- 4" x 3" x 1/4" Sub Frame
- 1/4" Wear Strips (Outside Rail Only) (60,000 & 75,000 lb. Models)
- Rear Cable Storage Hook
- Safety Props Both Sides
- 1/2" Bracket wrapped around roller pins
- Back-Up Alarm (Self-Adjusting Volume)
- Folding Bumper With Lock Pins
- Certified Rear Hold Downs as required by law

OPTIONS

- Air Shift P.T.O.
- Full Fenders
- Tool Box
- Inside Controls
- ADDITIONAL OPTIONS AVAILABLE

ALL PRODUCTS ARE BUILT RUDCO TOUGH IN THE USA

RUDCO
PRODUCTS, INC



Rental Program And Financing Available

Toll Free: 1.800.828.2234 • E-Mail: sales@rudco.com

www.rudco.com

Rudco Roll-Off Hoist Chassis Specifications:

MINIMUMS:

14,000 lbs Front axle/suspension Minimum - preferably 18,000 - 20,000lbs
40,000 lbs Rear axles/suspension Minimum - preferably 44,000-46,000lbs.
54,000 lbs GVWR Minimum -preferably 60,000-66,000 lbs.
Double Frame rails (C-channel inside of C channel) – Min. 1,500,000 RBM rating
Transmission – Make sure transmission has PTO provisions. Automatics please program to allow PTO to operate in gear.

CAB TO AXLE – Use Clear “Effective” CA **

CA for typical 22ft Roll-Off Hoists:

- No Tarper, no Lift Axle: 178"
- Telescopic Cyl. Hoist: 186"
- Tarper, no Lift Axle 186"
- Tarper & Lift Axle: 192"

CA for longer 24ft Hoist:

- No Tarper: 200 - 206"
- Tarper: 210 – 216"

***Clear CA (a.k.a. CT) - Measure from clear back of cab to the center of the tandem axles.- By clear I mean if any equipment (i.e. exhaust, etc.) is behind cab above frame start measuring from behind that point.*

Must have clear frame rails starting 20” BOC.

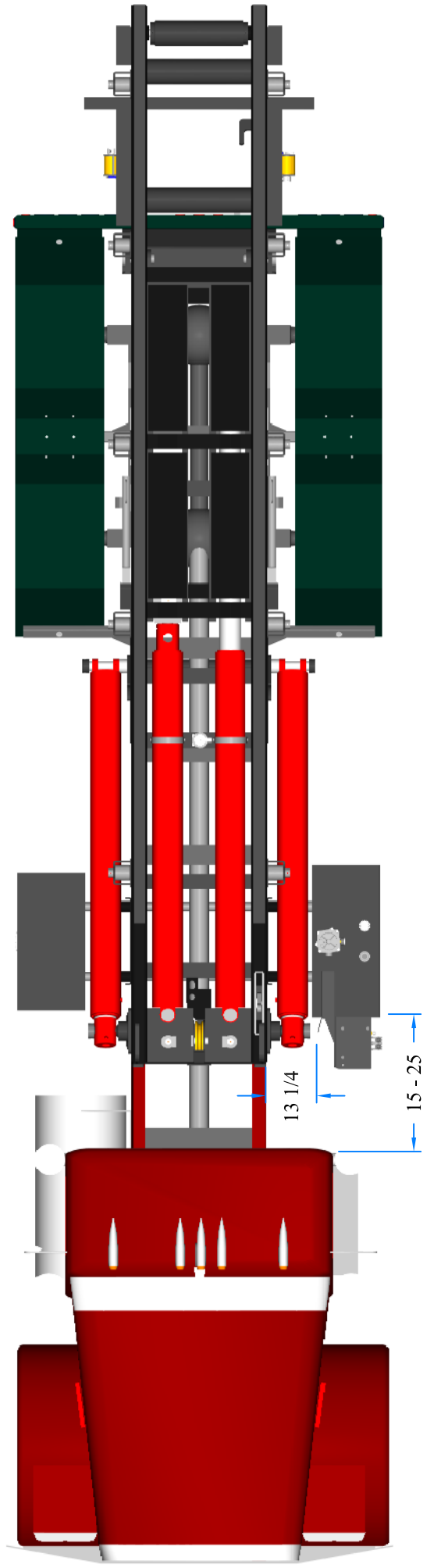
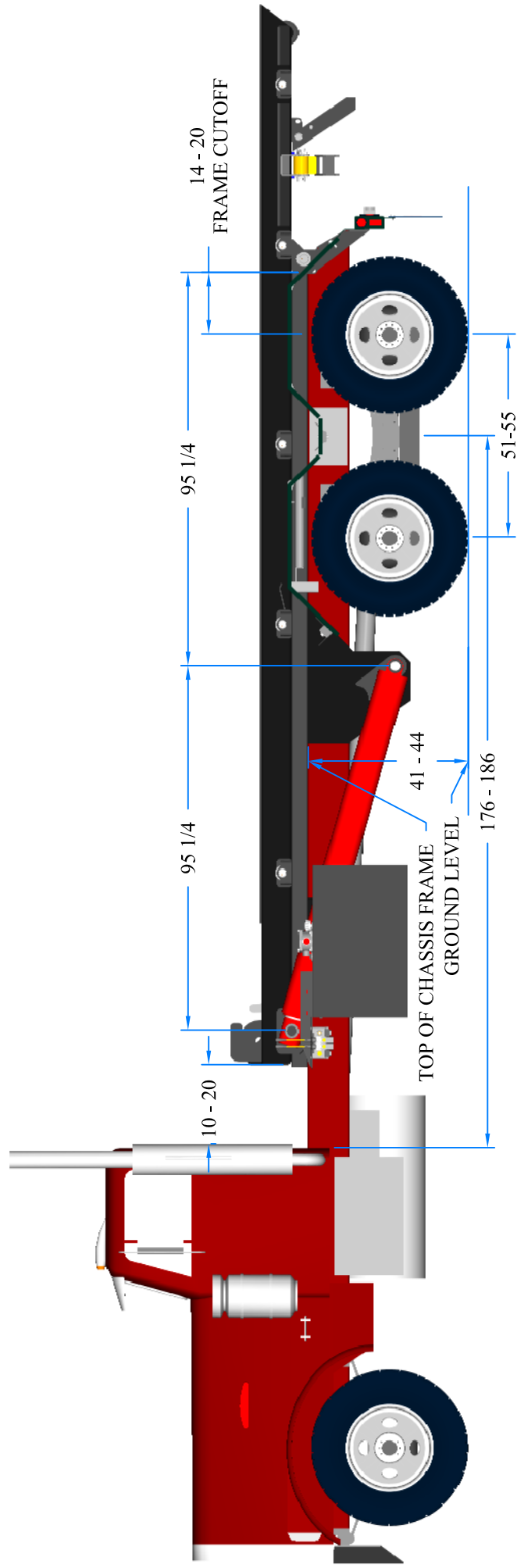
If any chassis components stick out past that stretch WB accordingly.

Pay close attention to fuel tanks, battery boxes, air tanks. Leave room for clear space between frame rails where lift axle will mount (beginning approx. 80” BOC to tandem)



NOTE:

Chassis dealer to provide PTO switch in dash prewired to TCM / BCM.

Chassis shall be preprogrammed for PTO Overspeed: 1700RPM and/or 5mph



NOTE: THOROUGHLY INVESTIGATE CHASSIS PRIOR TO MOUNTING
TO AVOID TRUCK / HOIST CLEARANCE ISSUES


 MAKING THE WORLD A CLEANER PLACE TO LIVE.		 WASTE HANDLING EQUIPMENT	114 E. OAK ROAD VINELAND, NEW JERSEY 08360-2318		TITLE:	
TANDEM MOUNT CHASSIS REQUIREMENTS			PROJECT: HOIST LAYOUT			
			SCALE: N.T.S.		FILE NO: N/A	
			DATE: 07/23/07		DRAWN BY: E.J.C.	



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

Date: November 2, 2018

Re: Recommendation for Procurement #18-074 Freightliner 114SDSB Roll-Off for Environmental Services

Georgetown County is requesting replacement of a 2014 Freightliner Roll-Off Truck with a 2020 YM Freightliner 114SDSB Roll-Off Truck with cable hoist from Triple-T Truck Centers Wilmington, NC, for use in the Environmental Services Division. The cost of this vehicle is a fully budgeted expense.

A competitive bid was received on the Roll-Off Truck with cable hoist from Christopher Trucking in Columbia. Triple-T Truck Centers in Wilmington provided the lowest bid for a superior product, including a back-up camera. Further, Triple-T uses a Cummings engine over a Detroit engine, and this engine was highly recommended by our Fleet Services partner because of its performance and repair record.

Based on the aforementioned, I recommend the purchase of the 2020 YM Freightliner 114SDSB for \$155,563.00 from Triple-T Truck Centers.



DRAFT

Bill To

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

Ship To

FIRST VEHICLE SERVICES
C/O GC PUBLIC WORKS DEPT.
2210 BROWNS FERRY RD (SC-51)
GEORGETOWN, SC 29440

Purchase Order

No. 2019-00000240

11/06/18

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

Vendor 1121388 TRIPLE T FREIGHTLINER, INC**Contact**

TRIPLE T FREIGHTLINER, STERLING, WESTERN STAR,
INC.
P.O. BOX 2064
2715 HWY. 421 NORTH
WILMINGTON, NC 28402

Deliver by 09/30/19
Ship Via VEND
Freight Terms F.O.B: DESTINATION
Originator Nancy Silver
Resolution Number NCSA Coop#19-03-0504
Invoice Terms N10

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
155563.0000	\$/US	AUTOS & TRUCKS		\$1.0000	\$155,563.00
Item Description Freightliner 114 SD Roll-Off Truck with Cable Hoist Detail Description per quote and specifications attached using NCSA Cooperative Contract #19-03-0504. Procurement #18-074.					
G/L Account		Project		Amount	Percent
502.307-50713 (Autos & Trucks)					100.00%

Level	Level Description	Date	Approval User
2	Dept Head	11/5/2018	Michelle Larocco
3	Director	11/5/2018	Ray Funnye
4	Purchasing	11/6/2018	Nancy Silver

Subtotal \$155,563.00**Sales Tax** \$0.00**Total Due** \$155,563.00

SIGNATURE

SIGNATURE

Special Instructions

This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced:

Contract ID: _____ Membership # _____

Order/Quotation# _____ Order Date: _____

FROM: Georgetown County, SC Purchasing Office Phone (843)545-3083 - FAX (843)545-3500 - EMail: purch@gtcounty.org

Item Number: 6.g
Meeting Date: 11/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Adoption of 2019 Annual Meeting Schedule

CURRENT STATUS:

The SC Freedom of Information Act requires that public bodies provide notice of all regularly scheduled meetings to the local news media at the beginning of every calendar year.

POINTS TO CONSIDER:

Georgetown County Council holds regular meetings on the 2nd and 4th Tuesday of each month. A lighter meeting schedule consisting of 1 regular meeting per month is customary during summer months, as well as during November and December. The proposed schedule includes one regular meeting during June – August, and in November and December.

It is proposed that Georgetown County Council take action to adopt its annual meeting schedule for 2019, in order that appropriate public and media notice may be given.

Adoption of this annual schedule, pertains to regular council meetings only, and does not prohibit County Council from calling additional meetings during the year such as special meetings, work sessions, or committee meetings. In accordance with the FOIA, these meetings require public notice of at least 24 hours in advance of the meeting.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt 2019 Annual Meeting Schedule as proposed
2. Do not adopt proposed Annual Meeting Schedule.

STAFF RECOMMENDATIONS:

Adoption of 2019 Annual Meeting Schedule as proposed.

ATTACHMENTS:

Description	Type
□ 2019 Annual Meeting Schedule	Backup Material



GEORGETOWN COUNTY COUNCIL 2019 MEETING SCHEDULE

Georgetown County Council will hold regular meetings on the following dates in 2019. Meetings begin at 5:30 PM in County Council Chambers, located at 129 Screven Street (old/historic County Courthouse), Georgetown, SC.

COUNCIL MEETING DATES

January 8, 2019
January 22, 2019
February 12, 2019
February 26, 2019
March 12, 2019
March 26, 2019
April 9, 2019
April 23, 2019
May 14, 2019
May 28, 2019
June 25, 2019**
July 23, 2019**
August 27, 2019**
September 10, 2019
September 24, 2019
October 8, 2019
October 22, 2019
November 12, 2019**
December 10, 2019**

DEADLINE FOR AGENDA SUBMISSIONS*

December 28, 2018
January 11, 2019
February 1, 2019
February 15, 2019
March 1, 2019
March 15, 2019
March 29, 2019
April 12, 2019
May 3, 2019
May 17, 2019
June 14, 2019
July 12, 2019
August 16, 2019
August 30, 2019
September 13, 2019
September 27, 2019
October 11, 2019
November 1, 2019
November 29, 2019

* Reports submitted for inclusion on County Council's meeting agenda are due no later than 5:00 PM on deadline date indicated for each agenda (unless otherwise noted).

**County Council customarily holds only one regular meeting during the summer months, and during the months of November and December as indicated.

Item Number: 7.a
Meeting Date: 11/13/2018
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-33 - An Ordinance to Amend the Comprehensive Plan, Future Land Use Map, Regarding a .87 Acre Parcel Located at 2629 North Fraser Street at the Northwest Corner of North Fraser and Duncree Lane (TMS 02-0101-004-00-00) from Medium Density Residential to Commercial.

CURRENT STATUS:

The parcel is currently designated as medium density residential. The parcel was changed in 2013 from commercial to medium density residential at the applicant's request to facilitate a rezoning from GC to MR-10.

POINTS TO CONSIDER:

On September 20, 2018, the Planning Commission voted 6 to 0 to recommend approval on an ordinance to rezone this parcel from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). The Commission also voted to amend the FLU map from medium density to commercial to reflect this change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Recommendations regarding the adoption of Ordinance No. 2018-33 are provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 2018-33 Amendment to FLU Map Charlton	Ordinance
▣ Charlton FLU resolution	Backup Material
▣ Charlton FLU map	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-33

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING A .87 ACRE PARCEL LOCATED AT 2629 NORTH FRASER STREET AT THE NORTHWEST CORNER OF NORTH FRASER AND DUNCREE LANE (TMS 02-0101-004-00-00) FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of tax map parcel 02-0101-004-00-00 from medium density residential to commercial as shown on the attached map.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-33, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

RESOLUTION

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

WHEREAS, Ronald Charlton filed a request to rezone one parcel located at 2629 North Fraser Street from 10,000 Square Feet Residential (MR-10) to General Commercial (GC); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 02-0101-004-00-00 as commercial.

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

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning



Ronald Charlton Property FLU Map REZ 8-18-21231

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Ronald Charlton

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 35 70 140 210 280 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.

Ronald Charlton Property FLU Map REZ 8-18-21231

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Ronald Charlton

Lot Lines

Railroads

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Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

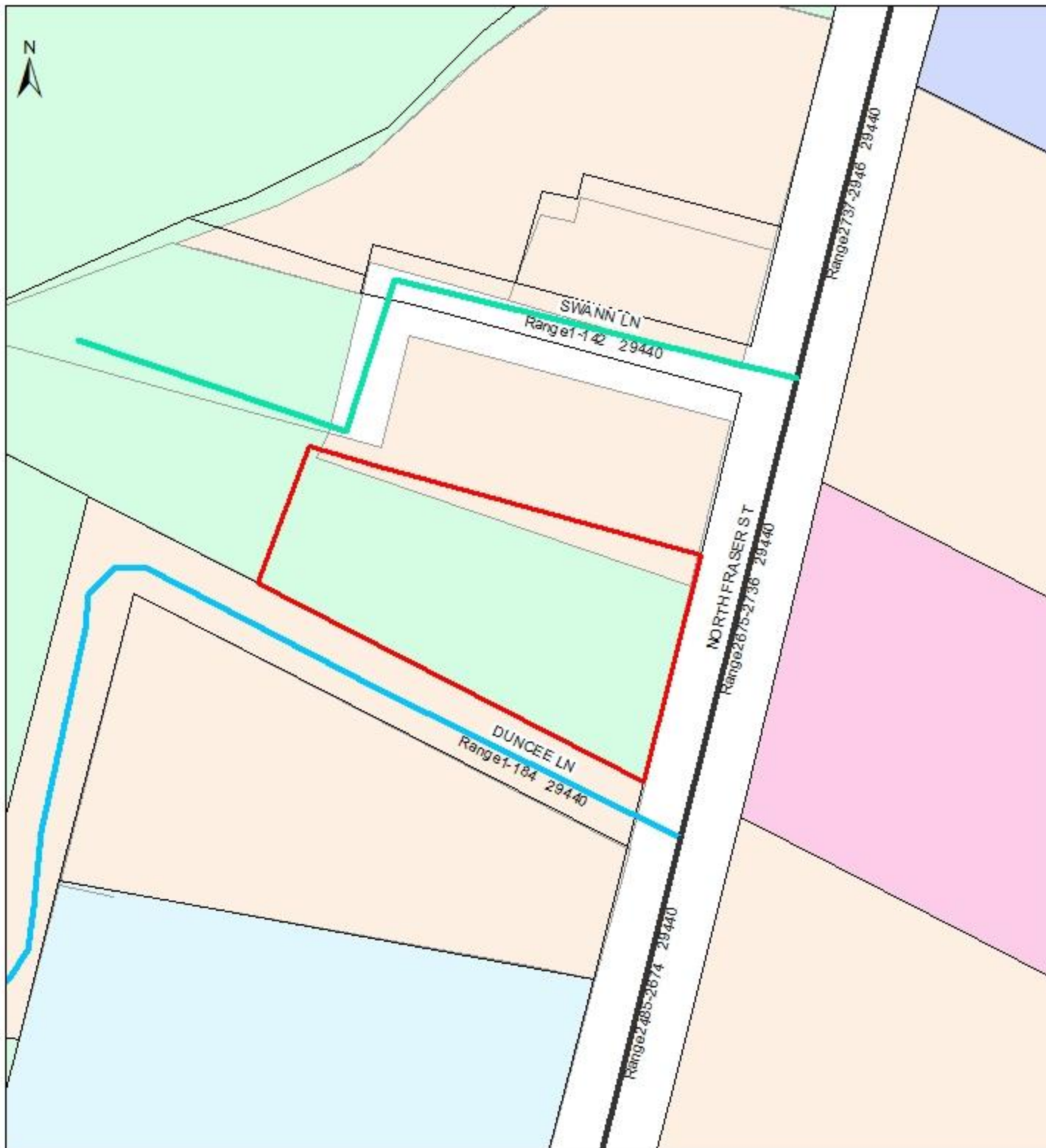
TOWN OF PI

TRANSITIONAL

Municipalities

0 35 70 140 210 280 Feet

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Item Number: 10.a
Meeting Date: 11/13/2018
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-33 - An Ordinance to Amend the Comprehensive Plan, Future Land Use Map, Regarding a .87 Acre Parcel Located at 2629 North Fraser Street at the Northwest Corner of North Fraser and Duncee Lane (TMS 02-0101-004-00-00) from Medium Density Residential to Commercial.

CURRENT STATUS:

The parcel is currently designated as medium density residential. The parcel was changed in 2013 from commercial to medium density residential at the applicant's request to facilitate a rezoning from GC to MR-10.

POINTS TO CONSIDER:

On September 20, 2018, the Planning Commission voted 6 to 0 to recommend approval on an ordinance to rezone this parcel from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). The Commission also voted to amend the FLU map from medium density to commercial to reflect this change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 2018-33 Amendment to FLU Map Charlton	Ordinance
<input type="checkbox"/> Charlton FLU resolution	Backup Material
<input type="checkbox"/> Charlton FLU map	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-33

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING A .87 ACRE PARCEL LOCATED AT 2629 NORTH FRASER STREET AT THE NORTHWEST CORNER OF NORTH FRASER AND DUNCREE LANE (TMS 02-0101-004-00-00) FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of tax map parcel 02-0101-004-00-00 from medium density residential to commercial as shown on the attached map.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-33, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

RESOLUTION

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

WHEREAS, Ronald Charlton filed a request to rezone one parcel located at 2629 North Fraser Street from 10,000 Square Feet Residential (MR-10) to General Commercial (GC); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 02-0101-004-00-00 as commercial.

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

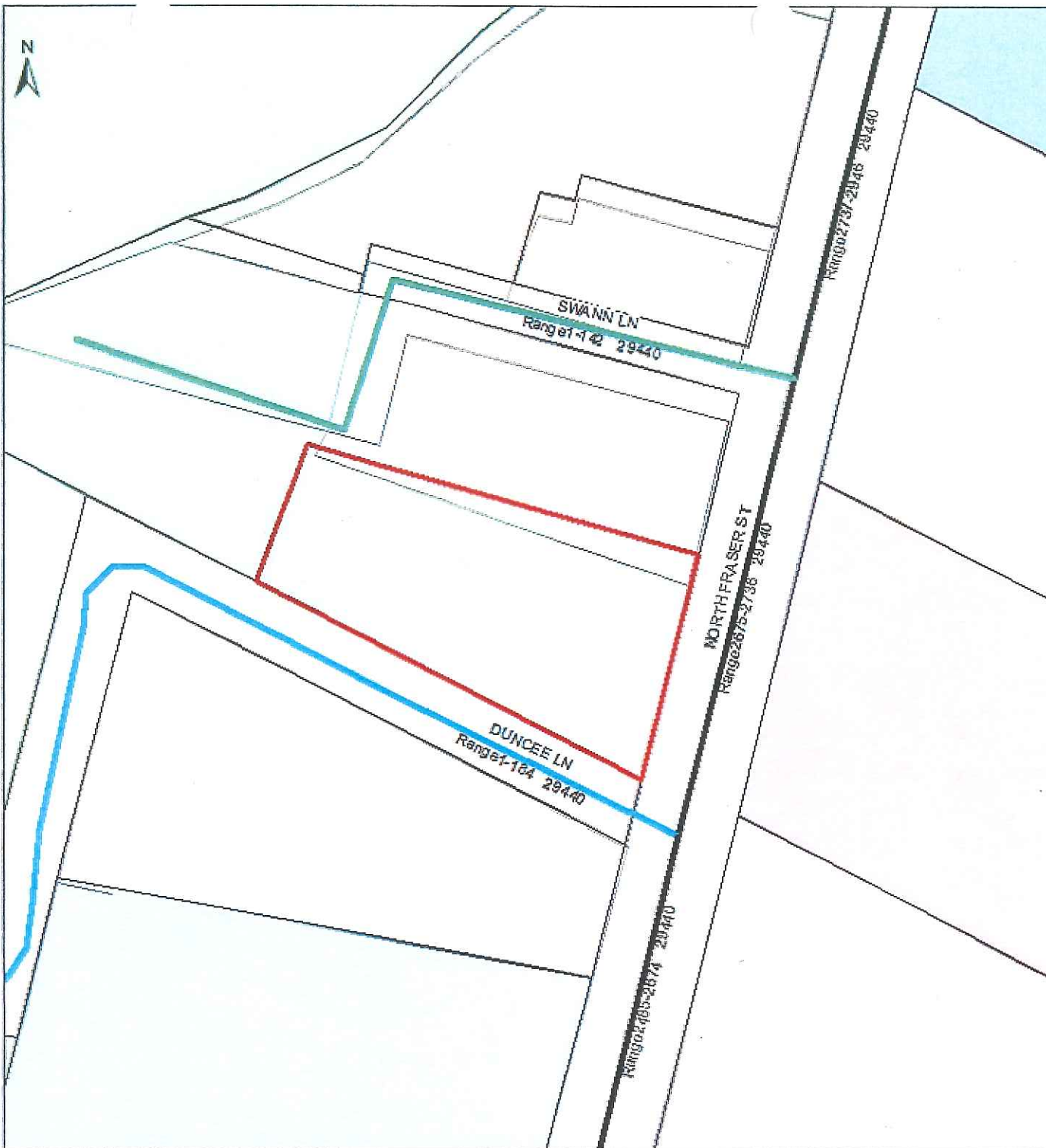
Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning



Ronald Charlton Property FLU Map REZ 8-18-21231

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Ronald Charlton

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

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POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 35 70 140 210 280 Feet

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Ronald Charlton Property FLU Map REZ 8-18-21231

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Ronald Charlton

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

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INDUSTRIAL

LOW DENSITY RESIDENTIAL

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POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

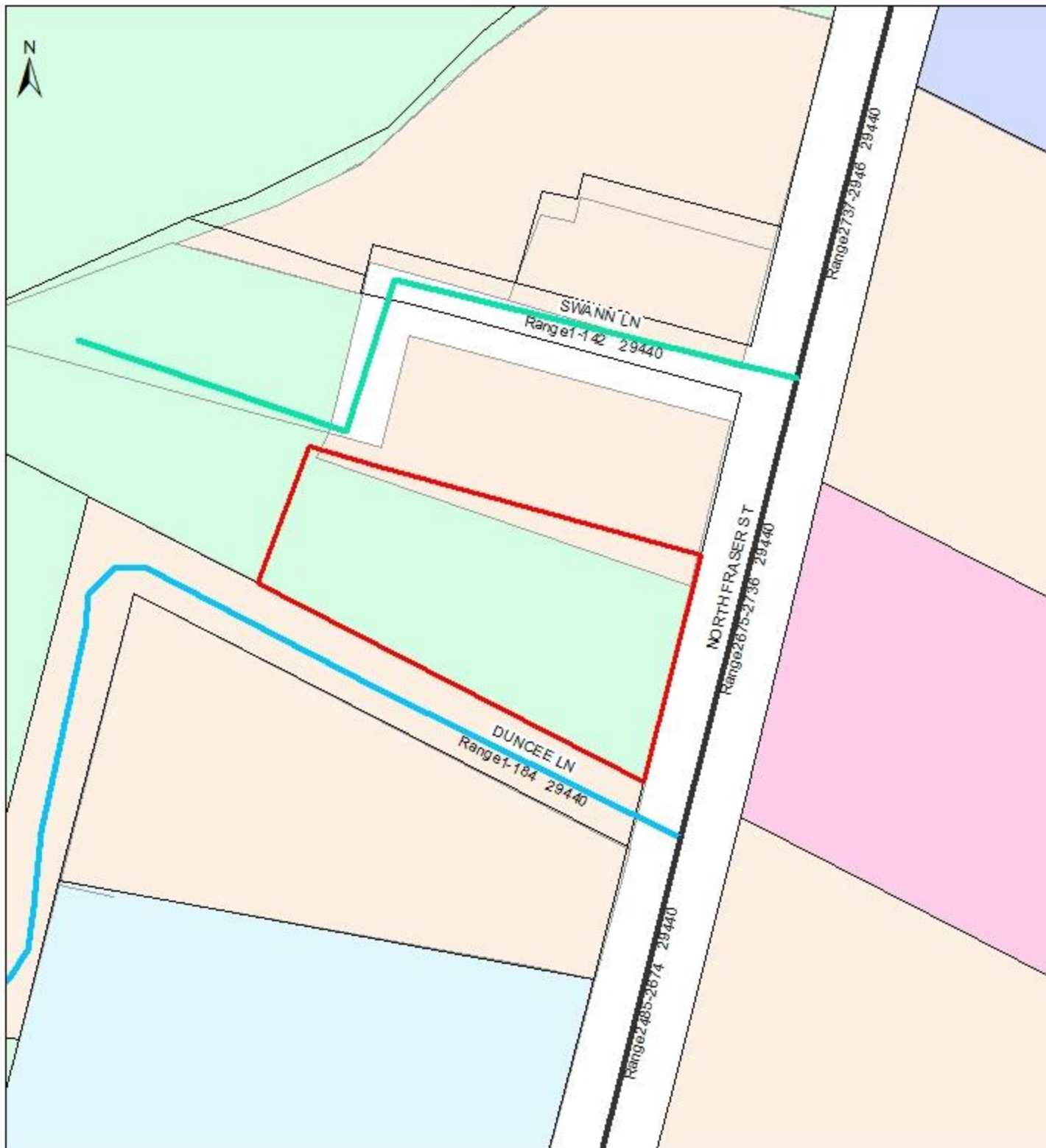
TOWN OF PI

TRANSITIONAL

Municipalities

0 35 70 140 210 280 Feet

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Item Number: 10.b
Meeting Date: 11/13/2018
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-34 - To rezone a parcel located at 2629 North Fraser Street from 10,000 Square Feet Residential (MR-10) to General Commercial (GC).

A rezoning request was received from Ronald Charlton to rezone one parcel located at 2629 North Fraser Street from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). Tax map number 02-0101-004-00-00. (Case Number REZ 8-18-21231).

CURRENT STATUS:

The parcel is currently zoned 10,000 Square Feet Residential (MR-10). The site contains a single family structure and a large storage building/garage.

POINTS TO CONSIDER:

1. The property is currently utilized as a residence and associated storage.
2. In November of 2013, the applicant requested to rezone this parcel from General Commercial (GC) to 10,000 Square Feet Residential (MR-10). County Council approved this rezoning request along with a change to the FLU Map.
3. The adjacent properties to the north and west are zoned 10,000 Square Feet Residential (MR-10). Properties to the south of Duncey Lane are zoned General Commercial (GC). Properties to the east across North Fraser are zoned R ½ , GR and MR-10.
4. If approved, the property shall comply with all zoning regulations that pertain to the GC zoning district.
5. The Georgetown County FLU map designated this property as commercial; however, it was changed to medium density in 2013 to support the change in zoning. If this rezoning is approved the FLU Map will need to be amended to commercial.
6. Staff recommended approval to rezone the parcel from General Commercial to 10,000 SF Residential (MR-10). In addition, staff recommended amending the FLU map from medium density residential to commercial.
7. The Planning Commission held a public hearing on this issue on September 20, 2018. No one but the applicant's agent came forward to speak. The Commission voted 6 to 0 to recommend approval for the rezoning and the FLU map change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request

- 3. Remand to PC for further study
- 4. Defer action

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▯	Ordinance No 2018-34 To amend a parcel at 2629 N Faser St to General Commercial	Ordinance
▯	Charlton attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-34

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING .87 ACRES LOCATED AT 2629 NORTH FRASER STREET, AT THE NORTHWEST CORNER OF NORTH FRASER AND DUNCREE LANE FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO GENERAL COMMERCIAL (GC).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TAX PARCEL 02-0101-004-00-00 LOCATED AT 2629 NORTH FRASER STREET, AT THE NORTHWEST CORNER OF NORTH FRASER AND DUNCREE LANE FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-34 has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
() A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 02-0101-004-00-00

Street Address: 2629 N. FRASER ST.

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 370 X 102.1 X 300 X 175.3

Plat Book / Page: I @ 84

Current Zoning Classification: MR 10

Proposed Zoning Classification: GC

Property Owner of Record:

Name: RONALD L. CHARLTON
Address: 2617 S. BAY ST.
City/ State/ Zip Code: Georgetown, SC 29440
Telephone/Fax Numbers: 843-461-4701 (F) 843-521-2314
E-mail: FIC@SCCCTV.NET
Signature of Owner / Date: Ronald L. Charlton

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

Agent of Owner:

Name: LAURA M. MOYER
Address: PO BOX 478
City / State / Zip Code: Georgetown, SC 29442
Telephone/Fax: 843-545-9544 (F) 843-545-9735
E-mail: LAURA@MARINEMOYER.COM
Signature of Agent/ Date: Laura M. Moyer
Signature of Property Owner: Ronald L. Charlton

Contact Information: 1

Name: LAURA M. MOYER
Address: PO BOX 478, Georgetown, SC 29442
Phone / E-mail: 843-545-9544 laura@MARINEMOYER.COM

Please provide the following information.

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

The property is adjacent to a BC zoned district. Commercial uses surround the property except on the northern boundary. The property contains commercial typical one structure. Uses have changed along the Highway 701 corridor to primarily commercial.

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

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

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

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

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

Ronald Charlton
Property Location
REZ 8-18-21231

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Ronald Charlton

□ Lot Lines

+ + + Railroads

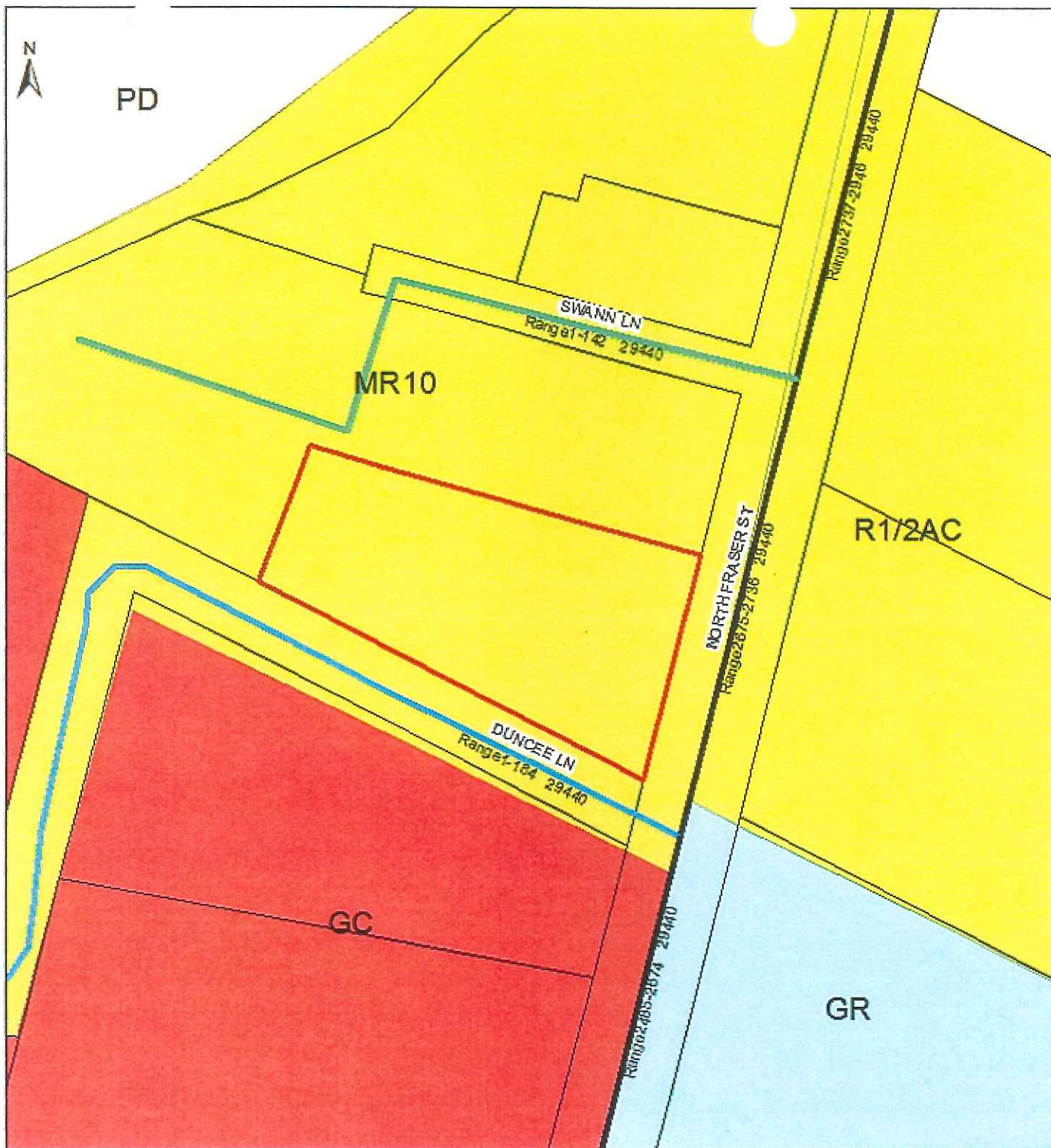
◆ Landmarks

Municipalities

0 35 70 140 210 280 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.





Ronald Charlton Property Zoning REZ 8-18-21231

Legend

Streets

— All other streets

Maintained By

County

Private

State

Ronald Charlton

Lot Lines

Railroad

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CV

RS

RA-C

RA-M

GC

GA

GR

HF

LI

MDP

MR10

NR

OC

PA

PD

RI

RI/2AC

R10

R1/4C

R2

R2/4AC

R2

R2

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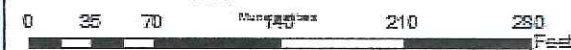
R2

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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.

Ronald Charlton
Property Aerial
REZ 8-18-21231

Legend

Streets

—— <all other values>

MaintainedBy

County

Private

State

Ronald Charlton

Lot Lines

Railroads

Landmarks

2014 Imagery (Color)

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 35 70 140 210 280 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

A request from Ronald Charlton to rezone one parcel located at 2629 North Fraser Street from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). TMS Number 02-0101-004-00-00. Case Number REZ 8-18-21231.

The Planning Commission will be reviewing this request on **Thursday, September 20, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 10.c
Meeting Date: 11/13/2018
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-36 - An amendment to Article III, Definitions, Article V, Establishment of Districts, Article VI, Requirements by Districts, Article XIX, Establishment of Overlay Zones and Article XX, Requirements by Overlay Zone to address solar energy facilities.

CURRENT STATUS:

The current Zoning Ordinance does not address solar energy facilities, sometimes referred to as solar farms. The County has received several inquiries from solar energy providers asking for its regulations.

POINTS TO CONSIDER:

1. Solar energy facilities are not addressed in the Zoning Ordinance which means there is no way to review and approve such facilities. Solar energy is becoming widespread and the County needs to be in a position to address such requests.
2. The attached proposed ordinance developed by staff addresses commercial solar facilities. It is not the intention to address solar panels on individual properties that provide power to an individual dwellings or business. Such a use would be considered accessory.
3. The proposed ordinance was developed after reviewing other ordinances that have proven to be effective.
4. A 'floating zone', which is also an overlay zone, is proposed that would be allowed in any district except Conservation Preservation and Preservation Agriculture. The floating zone is called the Solar Energy Facility Floating District or SEFFD.
5. The floating zone would be located over an existing district and the existing district would still exist and its regulations applicable.
6. Primary regulations established in the SEFFD are:

*An applicant would apply to the PC for a zoning map amendment which would be processed as any other amendment request. The PC would make a recommendation to Council who would have to have three readings for approval.

*A commercial facility must be at three (3) acres in area.

*County Council has the discretion of requiring a development agreement.

*A buffer of 200 feet from dwellings and 200 feet from commercial uses, churches/nonprofits and public recreational facilities is required. The buffer must be left in its natural state and landscaping is required. The intent is to eliminate any visibility of the facility from adjoining properties and the road. Because of this goal, an exception to the six foot fence height limit is created.

*Solar panels shall be designed with anti-reflective coating to minimize glare.

.. . . .

^A warning sign regarding voltage is required. Access to the site requires a security gate.

7. Since the July and August Planning Commission meetings, staff has added the following to the ordinance.

*Clarified that solar panels for a residential use have to meet zoning setbacks.

*Defined, Commercial Scale Solar Energy System and Community Solar Energy System.

*Reduced the minimum size of a commercial system from five (5) acres to three (3) acres.

- *Added a requirement that the plan submitted to the County must include any off-site infrastructure needed to connect to the grid.

*Added a statement that County Council may require a financial guarantee for decommissioning.

*Instead of allowing the Solar Floating Zone in any district except Conservation Preservation (CP) and Preservation Agriculture (PA), the following districts have been added that would not allow the floating zone; GR, R-6, R-8, R-10, MR-10, VR-10, RR and GRR.

8. The above bullet points are a summary of the requirements and do not encompass everything in the ordinance. The ordinance also states, "The Planning Commission and County Council may impose additional design requirements if it is deemed to be needed to protect property values and life safety of the public."

9. Staff recommended approval of the proposed ordinance.

10. The Planning Commission held a public hearing on this issue at their September 20, 2018 meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the attached ordinance.

UPDATE:

During 2nd reading consideration of Ordinance No. 2018-36 on 10/23/18, County Council asked planning staff to work with the County Attorney to review the ordinance and recommend language that would allow County Council to require a development agreement at its discretion.

Recommended changes are included in sections 2002.1.1.4 and 2002.3.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve Ordinance No. 2018-36.

NOTE: A motion to amend will be required if County Council chooses to incorporate amended language pertaining to development agreements.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2018-36 Solar Facilities - AMENDED	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-36

AN ORDINANCE TO AMEND ARTICLE III, DEFINITIONS, ARTICLE V, ESTABLISHMENT OF DISTRICTS, ARTICLE VI, REQUIREMENTS BY DISTRICT, ARTICLE XIX, ESTABLISHMENT OF OVERLAY ZONES, ARTICLE XX, REQUIREMENTS BY OVERLAY ZONE AND ARTICLE XXI, DESIGNATED OVERLAY ZONES OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA TO ADDRESS SOLAR ENERGY FACILITIES

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE III, DEFINITIONS OF THE ZONING ORDINANCE BE AMENDED TO ADD SECTION 375 AND RENUMBER THE SUBSEQUENT SECTIONS. THE NEW SECTIONS SHALL READ AS FOLLOWS:

375. **Solar Energy System.** A complete assembly consisting of one or more solar collectors and associated mounting hardware or equipment.

375.1 **Solar Energy.** Radiant energy received from the sun collected the form of heat or light by a solar collector to produce energy.

375.2 **Solar Collector.** A solar device that absorbs and accumulates solar rays for the use as a source of energy.

375.3 **Solar Farm.** Any freestanding energy system that is a principal land use and commercial enterprise located on a site larger than three (3) acres being the minimum zoning district requirement. This term is synonymous with commercial scale solar facility.

375.4 **Solar Energy System, Accessory.** A solar energy system that is roof mounted or ground mounted as a secondary activity or use, incidental to the principal use of the property. Solar collectors and inverters shall meet zoning setbacks as an accessory structure.

375.5 **Commercial Scale Solar Energy System.** A solar energy system that is not an accessory use and is designed to create power and provide it to the electrical grid system as a commercial endeavor. Such systems are the type addressed in Article XX, Section 2002 of this ordinance.

375.6 Community Solar Energy System. A solar energy system constructed by a group of residences to provide power to their homes. Such systems shall be regulated as a commercial system.

BE IT FURTHER ORDAINED THAT ARTICLE V, ESTABLISHMENT OF DISTRICTS, SECTION 500 BE AMENDED TO ADD SOLAR ENERGY FACILITIES DISTRICT AND SHALL READ AS FOLLOWS:

500. **Establishment of Districts.** For the purpose of this Ordinance, Georgetown County, as specified on the Official Zoning Map of Georgetown County, are hereby divided into the following zoning districts *(Amended Ord.2014-15):*

Conservation Preservation District	CP
Forest Agriculture District	FA
Five Acre Residential District	R-5 AC
One Acre Residential District	R-1 AC
Three Quarter Acre Residential District	R-3/4 AC
One Half Acre Residential District	R-1/2 AC
10,000 Square Feet Residential District	R-10
10,000 Square Feet Residential District	MR-10
Resort Residential District	RR
General Residential District	GR
General Resort Residential District	GRR
Resort Commercial District	RC
Neighborhood Commercial District	NC
General Commercial District	GC
Medical District	MD
Resort Service District	RS
Limited Industrial District	LI
Heavy Industrial District	HI
Mobile Home Park District	MHP
Destination Park District	DPD
Planned Development District	PD
Office Commercial	OC
Rural General Residential District	RG
Forest Agriculture/Residential District	FA/R
Forest Agriculture/Commercial District	FA/C
Preservation Agriculture District	PA
Rural Village Commercial District	RVC
Village 10,000 Square Feet Residential District	VR-10
6,000 Square Feet Residential District	R-6
8,000 Square Feet Residential District	R-8
Flexible Design District	FDD
Solar Energy Facility Floating District	SEFFD

BE IT FURTHER ORDAINED THAT ARTICLE VI, REQUIREMENTS BY DISTRICT BE AMENDED TO ADD SECTION 632. SOLAR ENERGY FACILITY FLOATING DISTRICT WHICH SHALL READ AS FOLLOWS:

632. Solar Energy Facility Floating District

Intent: The purpose of the Solar Energy Facility Floating District is to establish appropriate locations for commercial scale solar facilities. These facilities are recognized by the County as being important energy providers now and in the future. Additionally, the County recognizes that provisions should be established that protect nearby properties from any negative effects such a facility may produce.

632.1 See Article III, Definitions and Article XX, Requirements by Overlay Zone for Solar Energy Facility Floating District provisions.

632.2 Underlying Zoning District: In the event a Solar Energy Facility Floating District is established, the established underlying zoning district regulations shall apply in addition to the Solar Energy Facility Floating District provisions.

BE IT FURTHER ORDAINED THAT ARTICLE XIX, ESTABLISHMENT OF OVERLAY ZONES, SECTION 1900 BE AMENDED TO READ AS FOLLOWS:

1900. **Establishment of Overlay Zones.** For the purpose of this Ordinance, portions of Georgetown County, as specified on the Official Zoning Map of Georgetown County, are hereby divided into the following Overlay zones: *(Amended Ord 2008-38)*

Commercial Corridor Overlay Zone	CCO
Airport Safety Overlay Zone	ASO
Highway 701 Corridor Overlay Zone	H701
Marshwalk Overlay Zone	MOZ <i>(Amended Ord. 2011-</i>
22)	
Solar Energy Facility Floating District	SEFFD

BE IT FURTHER ORDAINED THAT ARTICLE XX, REQUIREMENTS BY OVERLAY ZONE BY ADDING SECTION 2002, SOLAR ENERGY FACILITY FLOATING DISTRICT TO READ AS FOLLOWS:

2002. Solar Energy Facility Floating District.

Intent: The purpose of the Solar Energy Facility Floating District is to establish appropriate locations for commercial scale solar facilities. These facilities are recognized by the County as being important energy providers now and in the future. Additionally, the County recognizes that provisions should be established that protect nearby properties from any negative effects such a facility may

produce. The SEFFD adds an extra layer of land use regulations over an existing zoning district. The provisions of the underlying, existing district still apply, with the exception of uses, in addition to the regulations found in this Article. This district is not intended to supersede regulations from local, State or Federal agencies.

2002.1 Application Creation of a SEFFD requires a zoning map amendment, which requires an application to the Planning Commission and three readings by County Council to be approved. The fee schedule utilized for Planned Developments shall be implemented to submit an application to create a SEFFD.

2002.1.1 A SEFFD may be created in any district except Conservation Preservation (CP), Preservation Agriculture (PA), General Residential (GR), 6,000 Square Feet Residential (R-6), 8,000 Square Feet Residential (R-8), Village 10,000 Square Feet (VR-10), 10,000 Square Feet Residential (R-10), 10,000 Square Feet Residential Mobile (MR-10), Resort Residential (RR) and General Resort Residential (GRR) provided:

2002.1.1.1 The solar facility consists of a minimum of three (3) acres. A solar facility may be located on multiple leased properties and may cross property lines. In such cases the buffers and setbacks shall be established around the exterior perimeter of the facility.

2002.1.1.2 Any portion of a solar facility must be located within two (2) miles of an existing electrical transmission line. The submitted plan must reflect all off-site infrastructure required to connect to the power grid.

2002.1.1.3 A conceptual plan must be submitted that illustrates that the proposed facility will meet the provisions of the County's ordinances.

2002.1.1.4 Georgetown County may require, at the sole discretion of County Council, a development agreement between the developers for properties developed under the provisions of an SEFFD as a prerequisite to plan approval. This agreement may include, but not be limited to, financial guarantees and decommissioning plans including decommissioning fees if deemed needed by County Council. As solar projects can vary greatly in size and scope, fees associated with a development agreement shall be negotiated individually by County Council or its delegated staff.

2002.1.1.5 Unless a deviation from regulations found in this ordinance is provided for in this article, properties zoned SEFFD shall meet all provisions of the Zoning Ordinance and Development Regulations.

2002.2 Design and development standards. Unless otherwise addressed through private land covenants and agreements with adjacent property owners setting specific standards for setbacks, buffers and fencing/landscaping requirements which are approved by Georgetown County Council and recorded in the Georgetown County Register of Deeds Office, the establishment and operation of a solar energy facility shall comply with the following design and development standards.

2002.2.1 Location. A SEFFD may be created in any district except Conservation Preservation (CP), Preservation Agriculture (PA), General Residential (GR), 6,000 Square Feet Residential (R-6), 8,000 Square Feet Residential (R-8), Village 10,000 Square Feet (VR-10), 10,000 Square Feet Residential (R-10), 10,000 Square Feet Residential Mobile (MR-10), Resort Residential (RR) and General Resort Residential (GRR).

2002.2.2 Setbacks. Setbacks shall be equal to the required buffer.

2002.2.3 Height. The solar energy system shall not exceed fifteen (15) feet in height, as measured from the ground to the foremost tip of the solar collector, provided there is a demonstration that the screening prevents the system from being visible from the exterior of the property. Buildings that are accessory to the system must meet the normal height requirements in the Zoning Ordinance. Other non-solar or building structures such as transformers and inverters may exceed fifteen (15) feet in height provided that such structures are not visible from the exterior of the property.

2002.2.4 Security fencing. A security fence shall be required that is at a minimum of six feet in height designed to secure the facility from the public. A taller fence may be approved if justified. The security fence shall be located at or near the inside line of the buffer except at the entrance gate where it may be brought to the property line. This section supersedes Article III, Definitions regarding fence height.

2002.2.5 Buffers. The buffer is separate and distinct from the landscaping requirements found in this article and elsewhere in

the Zoning Ordinance. Unless otherwise stated, the buffer is to be located along all property lines. The following table establishes the buffer requirements.

Existing Use of Adjacent Properties and Buffers

Use	Buffer
Single Family Dwelling	200'
Other Residential	200'
Commercial/Office	100'
Industrial	100'
Churches/Non Profits	200'
Public Facilities	200'

Such required buffer shall utilize natural vegetation if available. The buffer shall not be cleared or trees cut as the intention is to make the solar facility not visible from adjacent properties or the street. Landscaping, which must be approved as part of the plan submitted to the County, shall be installed to provide sufficient screening. A combination of landscaping, berms, walls or fences shall be utilized to achieve the screening. Chain link fences may not be used to meet the buffer requirements. Only the following shall be permitted in the required buffer.

1. Vehicular drives which are designated as access points.
2. Landscaping and landscaping fixtures.
3. Fencing.
4. Lighting.
5. Signage.
6. Underground and overhead utility lines.
7. Drainage or storm water detention or retention areas.

2002.2.6 Landscaping. In addition to the required buffer, screening shall be required by providing landscaping within the buffer which achieves a minimum height of ten (10) feet within three years. The intent is to provide sufficient screening, through a combination of buffers, fencing, landscaping and/or berms to obscure the solar equipment from view of adjoining properties and rights-of-way. This section supersedes Article III, Definitions regarding fence height.

2002.2.7 Solar collectors shall be designed with anti-reflective coating to minimize glare.

2002.2.8 On-site electrical interconnections and powerlines shall be installed underground to the extent feasible. Existing above ground utility lines shall be allowed to remain in their current location.

2002.2.9 A warning sign concerning voltage must be placed at the main entrance that includes the name of the facility operator and a local telephone number.

2002.2.10 The entrance roadway will include a dogleg or meander to obscure vision from the highway.

2002.2.11 Access to the site must be controlled by a security gate.

2002.2.12 If lighting is provided at the site, such lighting shall be installed so that light does not shine toward adjacent parcels.

2002.2.13 The solar panels shall be designed and installed such that glare is not directed toward a highway in order not to create a traffic hazard. Additionally, glare shall not be created that is directed toward adjacent parcels.

2002.2.14 The Planning Commission and County Council may impose additional design requirements if it is deemed to be needed to protect property values and life safety of the public.

2002.3. Decommissioning Plan. Unless otherwise agreed to by County Council in the approval of the plan or a development agreement, the applicant shall provide a decommissioning plan signed by both the owner/operator of the facility and the landowner if different. Such plan shall describe the expected life of the solar facility and the estimated cost to decommission the site, in current dollars, including restoration of the site to its original condition. The plan shall also outline the method for ensuring the funds will be available to decommission the facility and restore the site to its original condition. Decommissioning will be required following a continuous period of twelve (12) months in which no electricity is generated by the facility other than for mechanical, repair, replacement and/or maintenance purposes. See section 2002.1.1.4 for additional information.

2004. Exceptions. This overlay zone is not applicable to accessory solar energy systems such as collectors that provide energy to one house or structure. Such systems are considered accessory uses to the principal use.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-36, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 11.a
Meeting Date: 11/13/2018
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-37 - Amendment of the FY 2018/2019 Budget Ordinance.

CURRENT STATUS:

Pending Approval

POINTS TO CONSIDER:

Each year when budgets are being prepared for the ensuing fiscal year there are various budgeted projects and other purchases in progress. When the completion of such items does not occur prior to year-end it is necessary to "rollover" the appropriations and amend the budget in the following year to provide for the remaining expenditures.

Ordinance 2018-37 will allow funding authorized in the FY 2017/2018 Budget to be carried forward to provide for expenditures in FY 2018/2019 associated with outstanding purchase commitments and completion of projects that were in progress at the end of the prior fiscal year.

FINANCIAL IMPACT:

The "rollovers" proposed in this ordinance only shifts appropriations from the prior year to the current year. Accordingly, there is no cumulative financial impact to the County.

OPTIONS:

1. Approve Ordinance No. 2018-37 to amend the FY 2018/2019 Budget Ordinance.
2. Reject Ordinance No. 2018-37.

STAFF RECOMMENDATIONS:

Recommendation for the approval of Ordinance No. 2018-37.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2018-37	Cover Memo
<input type="checkbox"/> Rollover Detail Schedule	Cover Memo

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2018-37

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2018/2019 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: The General Fund revenue account, Fund Balance Reserve, is increased by \$130,093 and appropriations to various General Fund expenditure accounts are increased by a total of \$130,093 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 2: The Law Enforcement Fund revenue account, Fund Balance Reserve, is increased by \$19,000 and appropriations to various Law Enforcement Fund expenditure accounts are increased by a total of \$19,000 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 3: The Road Improvement Fund revenue account, Fund Balance Reserve, is increased by \$7,303,832 and appropriations to Road Improvement project expenditure accounts are increased by a total of \$7,303,832 for outstanding encumbrances and ongoing projects at close of fiscal year 2018 as well as future to be designated projects for fiscal year 2019.
- Section 4: The Local Hospitality/Accommodations Tax Fund revenue account, Fund Balance Reserve, is increased by \$222,253 and appropriations to Direct Assistance expenditure account are increased by a total of \$222,253 for the outstanding reimbursement to Murrells Inlet Garden City Recue for the purchase of a new Ambulance not received by the close of fiscal year 2018.
- Section 5: The Emergency Telephone Fund revenue account, Fund Balance Reserve, is increased by \$70,000 and appropriations to various Emergency Telephone Fund expenditure accounts are increased by a total of \$70,000 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 6: The Capital Equipment Replacement Fund revenue account, Fund Balance Reserve, is increased by \$1,965,402 and appropriations to various Capital Equipment Replacement Fund expenditure accounts are increased by a total of \$1,965,402 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 7: The Environmental Services Fund revenue account, Fund Balance Reserve, is increased by \$76,687 and appropriations to Environmental Services Fund expenditure account, Non-Capital Assets, are increased by a total of \$76,687 for the purchase of Recycling containers which were not received by the close of fiscal year 2018.

Section 8: The Stormwater Drainage Fund revenue account, Fund Balance Reserve, is increased by \$466,750 and appropriations to various Stormwater Drainage Fund expenditure accounts are increased by a total of \$466,750 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.

Section 9: This Ordinance No. 2018-37 shall be effective upon final approval and adoption by Georgetown County Council.

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 No. 2018-37 has been reviewed by me and is hereby approved as to form and legality.

_____(Seal)
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Georgetown County**FY18 Encumbered and other Proposed Project Budget Rollovers to FY19**

Account Number	Amount	PO Number/Comments	Vendor	Purpose
General Fund				
010.109.50707	60,000	Per Clark Cooper request		ESX Server & Domain Controller hardware upgrades
010.133.50706	39,299	2017-0000205	Tyler Technologies	EnerGov Upgrade Software
010.215.50411	4,735	Emergency Generator Repair		
010.609.50764	26,059	Per Glenda	Airport Grants	Matching Grant funds
Total General Fund	130,093	This rollover appropriation would come from fund balance		
Law Enforcement Fund				
060.207.50705	19,000	Per memo from Sabrina		Paving/concrete project at Detention Center
Total Law Enforcement Fund	19,000	This rollover appropriation would come from fund balance		
Road Improvement Fund				
066.906.50702	1,728	2018-00000047	Stone Construction	Handy Hill Drive & Maggie Mae Place
066.906.50702	280	2018-00000117	Coastal Asphalt LLC	Amos Road Repairs
066.906.50702	2,520	2018-00000118	Parker Land Surveying	Royal Pine Drive, Smalls Loop, & Squires Drive
066.906.50702	93	2018-00000122	Thomas & Hutton Engineering	SCL Trail,Soldierwood & Kedneywood Land Survey
066.906.50702	1,799	2018-00000292	Davis & Floyd	Right of Way & Topographic Surveying
066.906.50702	854	2018-00000353	Davis & Floyd	Whispering Pines Drive
066.906.50702	149,254	2018-00000379	Davis & Floyd	Locally Funded Comprehensive Roadway Design
066.906.50702	863	2018-00000429	Davis & Floyd	Erosion Control Inspection Whispering Pines & Rambo Lane
066.906.50702	39,280	2018-00000572	Davis & Floyd	Zeb Ford Engineering Services
066.906.50702	16,584	2018-00000573	Davis & Floyd	Washington Hill Engineering Services
066.906.50702	154,859	2018-00000645	Stone Construction	Access Road Work - Big Dam Fire Station
066.906.50701	50,000			Land for Mining Operations
066.906.50702	6,885,719	Remaining balance in account		
Total Road Improvement Fund	7,303,832	This rollover appropriation would come from fund balance		
Local Hospitality/Accom Tax				
069.901.50527	222,253	Per discussion with Sel and Scott		Reimbursement for MI/GC Ambulance
Total Local Hospitality/Accom Tax	222,253	This rollover appropriation would come from fund balance		
Emergency Telephone Fund				
075.901.50707	50,000	Noted in Budget Book per TL		Vesta 911 Command Post System
075.901.50707	20,000	Noted in Budget Book per TL		911 Back-Up System Location
Total Emergency Telephone Fund	70,000	This rollover appropriation would come from fund balance		

Georgetown County**FY18 Encumbered and other Proposed Project Budget Rollovers to FY19**

Account Number	Amount	PO Number/Comments	Vendor	Purpose
Capital Equipment Replacement Fund				
499.139.50713	31,434	2018-0000462	Benson Ford Mecury	2018 Ford F-250 2X4 Truck
499.151.50713	69,404	2018-0000498	Cooper Mortor Company	Dodge Ram 5500 Custom Fuel Truck
499.205.50713	45,608	2018-0000695	ARC Acquistion US	Mobile computers for patrol vehicles
499.205.50713	26,539	2018-0000466	Vic Bailey Ford	Transit Van
499.205.50713	40,987	2018-0000700	Love Chevrolet Company	2018 Chevy Tahoe
499.205.50713	28,688	2018-0000701	Polaris Sales Incorporated	(2 ea) Green Sage Polaris Ranger XP900
499.205.50713	40,987	2018-0000694	Love Chevrolet Company	2018 Chevy Tahoe
499.301.50707	14,373	2018-0000548	Blanchard Michinery Company	Tilt Top Trailer
499.903.50713	1,575,913	2018-0000576	Fireline Incorporated	Ladder/Aerial Apparatus
499.903.50713	5,585	2018-0000613	West Chatham Warning Devices	Upfitting for 2018 Explorer
499.903.50713	4,845	2018-0000614	West Chatham Warning Devices	Upfitting for 2018 F-250
499.903.50713	29,839	2018-0000612	Vic Bailey Ford Inc	2018 Ford Explorer
499.205.50713	27,940	Per Tyler and Alan		Upfitting patrol vehicles
499.997.50713	23,260			BOAS Van not ordered prior to end of fiscal year
Total CERF	1,965,402	This rollover appropriation would come from fund balance		
Environmental Services				
502.305.50703	48,457	Per Ray Funnye request		Administration Building & Nature Center
502.308.50707	28,230	2018-0000202	Custom Container Solutions	Containers for Recycling Bid#17-083
Total Environmental Services Fund	76,687	This rollover appropriation would come from fund balance		
Stormwater Fund				
504.901-50705	7,721	14-00000314	Stantec Consulting Services	Hagley West Drainage Improvement Project
504.901-50705	19,644	2016-00000507	Stantec Consulting Services	Professional Services
504.901-50705	19,541	2016-00000710	Stantec Consulting Services	To #15 S Litchfield Drainage
504.901-50705	7,242	2017-00000325	Stantec Consulting Services	Contract Services
504.901-50705	34,171	2017-00000326	Stantec Consulting Services	Contract Services
504.901-50705	48,382	2017-00000362	Stantec Consulting Services	To #17 MLK - Bent Tree Subdivision
504.901-50705	44,085	2017-00000686	Stantec Consulting Services	To #23 Running Water Drainage
504.901-50705	38,950	2018-00000064	Stantec Consulting Services	Commerence Tiller Drive Drainage
504.901-50705	15,993	2018-00000213	Greenwall Construction	Construction of Hagley West Drainage
504.901-50705	84,360	2018-00000277	Greenwall Construction	Wilbrook Dlvdr Drainage project
504.901-50705	7,377	2018-00000568	Stantec Consulting Services	Hagley West Drainage Project Engineering
504.901-50705	24,525	2018-00000668	Earthworks Group	South First Street Drainage

Georgetown County**FY18 Encumbered and other Proposed Project Budget Rollovers to FY19**

Account Number	Amount	PO Number/Comments	Vendor	Purpose
504.901-50705	42,855	2018-00000669	Earthworks Group	Driftwood Drainage Project
504.901-50705	12,935	2018-00000670	Earthworks Group	Springs Outfall Drainage Project
504.901-50705	12,530	2018-00000671	Earthworks Group	Pond Road Sinkhole Assessment
504.901-50705	7,140	2018-00000674	Earthworks Group	Center Road Drainage project
504.901.50706	39,299	2017-00000205	Tyler Technologies	Energov Software Upgrades
Total Stormwater Fund	466,750	This rollover appropriation would come from fund balance		

Item Number: 11.b
Meeting Date: 11/13/2018
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to US Highway 521 near Andrews situated within the County's Industrial Park. This particular parcel is approximately 4.64 acres, and designated as TMS No. 02-0046-035-06-00.

Georgetown County Council has determined this portion of property will be best suited for the plans of the purchaser and will also place Georgetown County in a position to attract growth from companies who prefer green initiatives.

The fair market value of the property has been determined thus the parcel can be declared surplus and sold, transferring the interests by applicable deed to the purchaser, to the benefit of Georgetown County.

OPTIONS:

1. Adopt Ordinance No. 2018-38
2. Do not adopt Ordinance No. 2018-38.

STAFF RECOMMENDATIONS:

Recommendation to adopt Ordinance No. 2018-38 to declare as surplus a portion of a tract, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, and authorize the County Administrator to sell the property.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-	Ordinance
<input type="checkbox"/> Solar Site Purchase Agreement	Backup Material
<input type="checkbox"/> Exhibit A 4.64 Acre Site - Andrews Industrial Park	Exhibit

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #2018-38

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 4.64-ACRE PORTION OF LAND LOCATED IN THE ANDREWS INDUSTRIAL PARK ADJACENT TO GEORGETOWN HIGHWAY (US HWY 521) GEORGETOWN COUNTY, SOUTH CAROLINA, BEARING GEORGETOWN COUNTY TMS# 02-0046-035-06-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED WITHIN ORDINANCE NO. 2008-09, GEORGETOWN COUNTY PURCHASING ORDINANCE, AS AMENDED

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to US Highway 521 near Andrews situated within the County's industrial park, this particular parcel being approximately 4.64 acres designated as TMS: 02-0046-035-06-00; and

WHEREAS, Georgetown County Council has determined this portion of property will be best suited for the plans of the purchaser and place Georgetown County in a position to attract growth from companies who prefer green initiatives; and

WHEREAS, the fair market value of the property has been determined thus the parcel can be declared surplus and sold to the benefit of Georgetown County; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus and transfer the interests by applicable deed to the purchaser; and

WHEREAS, a public hearing discussing the matter was held on _____, 2018.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 4.64 ACRE PORTION OF TMS# 02-0046-035-06-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE SAME IN ACCORDNANCE WITH ORDINANCE 2008-09, AS AMENDED.

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

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

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

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____(Seal)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2018-38, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading: _____, 2018

EXHIBIT A



STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) **CONTRACT OF PURCHASE AND SALE**

THIS CONTRACT OF PURCHASE AND SALE (“Contract”) is made as of the Effective Date set forth and defined herein, by and between **GEORGETOWN COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “Seller”) and **CENTRAL ELECTRIC POWER COOPERATIVE, INC.**, a South Carolina cooperative corporation (the “Purchaser”).

I. DEFINITIONS. As used herein the following terms shall have the following meaning:

- A. **Property:** An approximately 4.64-acre portion of that certain piece, parcel or lot of land, situate lying and being located adjacent to Georgetown Highway (US HWY 521) in Georgetown County, South Carolina, bearing Georgetown County TMS# 02-046-035-06-00 and identified as “SITE-2 4.64 ACRES LEASE AREA” on **Exhibit “A”** attached hereto and incorporated herein by reference.

- B. **Purchase Price:** Ten Thousand and No/100 Dollars (\$10,000.00) per acre, payable in certified funds or by electronic wire transfer at Closing. The exact location and boundaries of the five (5) acres being purchased shall be determined by a new ALTA survey completed at the sole cost and direction of Purchaser, during the Inspection Period, as defined below.

- C. **Earnest Money:** Five Thousand and No/100 Dollars (\$5,000.00) to be deposited with the Escrow Agent within ten (10) business days of the Effective Date of this Contract as further defined herein.

- D. **Escrow Agent:** *The Tiencken Law Firm, LLC*, 234 Seven Farms Drive, Suite 114, Daniel Island, SC 29492.

- E. **Inspection Period:** The period commencing on the Effective Date and ending no later than ninety (90) days after the Effective Date.

- F. **Closing Date:** The “Closing” shall take place within forty-five (45) days from the end of the Inspection Period.

- G. **Effective Date:** The latest of either date on which this Contract has been duly executed by both parties as indicated by the dates set forth on the signature pages attached hereto.

II. PURCHASE AND SALE. Seller agrees to sell and Purchaser agrees to buy the Property for the Purchase Price subject to the terms and conditions stipulated herein.

III. EARNEST MONEY. Escrow Agent shall hold the Earnest Money in a trust account held with a financial institution insured by the FDIC, in accordance with the escrow provisions attached hereto as **Exhibit “B”**. The Earnest Money will be applied to and reduced from the Purchase Price at Closing. Upon receipt of written notice from Seller and Purchaser directing the disbursement of the

Earnest Money, the Escrow Agent shall disburse the Earnest Money in accordance with the terms of such notice.

IV. INSPECTION PERIOD, SURVEYS AND STUDIES.

- A.** During the Inspection Period, Seller hereby grants permission to Purchaser, and its authorized agents and employees, to enter onto the Property at reasonable times upon reasonable written notice to Seller for the purpose of surveying, conducting architectural, geological, environmental, and engineering studies, and any other investigations, inspections, and testing deemed reasonably necessary by Purchaser ("Investigations") so long as such Investigations do not result in any material adverse change to the Property. Purchaser shall not conduct any invasive testing on the Property (including, without limitation, a Phase II environmental review) without first obtaining Seller's written consent, which may be provided or withheld in Seller's sole discretion. Purchaser shall restore any disturbances to the Property caused by the Investigations into the reasonably same condition of the Property prior to the Effective Date of the Contract. Purchaser shall obtain a title examination and a commitment for title insurance by a national title insurance company ("Title Commitment") chosen by Purchaser, committing to insure that title to the Property is vested in the Seller. Purchaser, and its authorized agents and employees, shall indemnify and hold Seller harmless from (a) any damage to the Property, (b) claims, assertions of claims or liability in any way connected with the activities of Purchaser hereunder, including without limitation, Purchaser's agents, contractors, or employees, and (c) all costs associated therewith including attorney's fees incurred in defense of any claims or in the enforcement hereof. The indemnities herein shall expressly survive the Closing or the termination of this Contract and shall be in addition to any liquidated damage provisions contained in this Contract.
- B.** At any time during the Inspection Period, Purchaser shall have the right and option to terminate this Contract by written notice as set forth herein for any or no reason, and upon such termination, this Contract shall thereupon become null and void for all purposes except for those matters that expressly survive termination hereof, and the Earnest Money shall be returned to Purchaser. If Purchaser does not terminate this Contract during the Inspection Period, the Earnest Money shall become nonrefundable except in the event of a default hereunder by Seller.

- V. CLOSING AND CLOSING DATE.** The Closing shall occur at a mutually agreeable location on the Closing Date or such earlier date established by Purchaser upon at least fifteen (15) days' advance written notice to Seller. The parties agree that Closing may be accomplished by mail so that neither party's physical presence is required at Closing.

VI. CLOSING DELIVERIES.

- A.** At Closing, Purchaser shall tender the Purchase Price (plus or minus normal closing adjustments) by wire transfer or other immediately available funds. The Earnest Money shall be applied against the Purchase Price of the Property at Closing unless otherwise provided herein.
- B.** At Closing, Seller shall deliver the following:

- i. A General Warranty Deed, satisfactory in form and substance to Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- ii. An Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanic's lien exception from Purchaser's Owner's Title Insurance Policy for the Property;
- iii. A resolution of Seller confirming that Seller has the authority to sell the Property to Purchaser in accordance with the term of this Agreement and that the representative(s) of Seller executing this Agreement and all conveyancing documents related to this transaction are fully authorized to execute and deliver such documents on behalf of Seller;
- iv. Any real estate liens or other instruments or agreements to be canceled pursuant to the terms of this Agreement, in form appropriate for cancellation of record; and
- v. An affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Seller cannot give such affidavit, then Purchaser will withhold the amount required by such statute and remit same to the South Carolina Tax Commission).

VII. CLOSING CONTINGENCIES.

- A. As a condition precedent to Closing, if not done so already, Seller shall apply to have the Property re-zoned to a Georgetown County zoning classification that permits the Property to be used as community solar generation facility. Said re-zoning to be completed at the sole cost and direction of Seller, at least fifteen (15) days prior to Closing.
- B. As a condition precedent to Closing, Seller shall grant Purchaser a non-exclusive perpetual easement for ingress and egress to and from Georgetown Highway (US Highway 521) to the Property, as shown and identified as "ACCESS EASEMENT 0.81 ACRES" on Exhibit "A". Said access easement shall be evidenced by an executed and recorded easement agreement.

VIII. PRORATIONS, EXPENSES, AND COMMISSIONS.

- A. Real property taxes attributable to the year of Closing shall be prorated at Closing with Seller giving Purchaser a credit against the Purchase Price for Seller's share. If current tax bills are not immediately available, such prorations shall be made on the basis of the taxes assessed for the preceding year. All prorations made at the time of Closing are final and Purchaser shall be responsible for paying the 2018 real estate taxes, when due, without reimbursement from Seller. Any rollback taxes for the Property shall be the sole and absolute responsibility of Purchaser, Purchaser shall pay such fees or taxes promptly when due.
- B. Seller shall satisfy or pay for:

- i. All mortgages and other liens (other than the lien of taxes for the year of 2017, which are not yet due and payable) with respect to the Property and all transfer, servicing, or prepayment penalties or fees assessed by the holders of such mortgages;
- ii. The cost of statutory deed recording fees or transfer taxes assessed in connection with the conveyance of the Property;
- iii. All of Seller's legal fees; and
- iv. The cost of preparing the general warranty deed.

C. Purchaser shall pay for:

- i. Title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy and/or a loan policy;
- ii. All of Purchaser's legal fees;
- iii. The recording cost of the deed conveying title to the Property to Purchaser;
- iv. ALTA Survey; and
- v. Physical inspections of the Property.

D. Purchaser and Seller hereby represent that no commissions are owed to any real estate brokers resulting from this transaction. Each party agrees to indemnify the other with respect to any fees or commissions which may be owed to any third party with respect to any breach of this representation.

IX. TITLE. Seller shall convey the Property to Purchaser at Closing by general warranty deed conveying fee simple title in and to the Property. For the purposes of this Contract, "fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Expectations (as hereinafter defined) set forth in the Title Commitment; and (ii) insurable by a title insurance company acceptable to Purchaser, at then current standard rates under an ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Contract, the term "Permitted Exceptions" shall mean: (a) current city, state and county ad valorem taxes not yet due and payable; (b) easements covenants and restrictions of record (other than those which Seller has agreed to remove or cause to be removed prior to Closing); and (c) laws, ordinances and other such governmental and/or quasi-governmental matters affecting the Property. Purchaser shall deliver to Seller, on or before the day which is eighty (80) days following the Effective Date (the "Title Notice Date"), written notice of any objection to matters of title, including any matters revealed by the new survey to be obtained by Purchaser. Upon receipt of any such objections to matters of title or the survey, Seller shall have a period of ten (10) days within which to either provide Purchaser with written notice of its intention to cure the objectionable

matters, or provide Purchaser with written notice that it does not intend to cure the objectionable matters. If Purchaser does not deliver the commitment and a complete and detailed list of its objections to matters of title and survey to Seller on or before the Title Notice Date, or Purchaser does not terminate this Contract prior to the end of the Inspection Period, all matters of title and survey shall be deemed approved by Purchaser and shall become "Permitted Exceptions".

X. DEFAULT.

- A.** If Seller fails to consummate the sale of the Property and is in default hereof, Purchaser shall be entitled to either (i) have the Escrow Agent refund the Earnest Money to the Purchaser and have the Contract terminated, whereupon all rights and obligations of the parties shall cease and terminate, or (ii) enforce the terms of this Contract by appropriate legal action, including an action for specific performance, in which case Seller shall be responsible for all costs and expenses incurred by Purchaser associated with such action, including Purchaser's attorneys' fees, if Purchaser prevails in the legal action.
- B.** If Purchaser fails to consummate the purchase of the Property and is in default hereof, Seller shall be entitled to either (i) to have the Escrow Agent pay the Earnest Money to Seller as liquidated damages and not as a penalty, the parties acknowledging that Seller's damages would be difficult to ascertain precisely, and have the Contract terminated, whereupon all rights and obligations of the parties shall cease and terminate, or (ii) enforce the terms of this Contract by appropriate legal action, including an action for specific performance, in which case Purchaser shall be responsible for all costs and expenses incurred by Seller associated with such action, including Seller's attorneys' fees, if Seller prevails in the legal action.
- C.** In the event of legal action between Purchaser and Seller pursuant to this Contract, the prevailing party shall be entitled to recover reasonable and documented attorneys' fees and costs from the non-prevailing party.

XI. SELLER'S REPRESENTATIONS AND WARRANTIES.

- A.** Purchaser acknowledges that it is purchasing the Property in an "**AS IS, WHERE IS PHYSICAL CONDITION**" as of the Effective Date and not on the basis of any representations or warranties made by Seller (or anyone claiming to act on Seller's behalf) either expressed or implied other than as set forth or provided for herein. Seller represents and warrants as follows:

 - i.** To the best of Seller's actual knowledge and belief, Seller has not received from any agency or municipal notice of, nor does the Seller have any actual knowledge (without independent investigation) of any condition of the Property which violates any environmental, business, or building code or other governmental rules, regulations or guidelines to which the Property is or may be subject.
 - ii.** To the best of Seller's actual knowledge and belief, there are no pending lawsuits, proceedings, judgments, liens or executions against or affecting the Seller that would or could affect title to the Property, nor has Seller received notice of any dispute with third-parties concerning the location of the boundary lines of the Property.

- iii. No other options, rights-of-first refusal, or contracts have been granted or entered into by Seller which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.
- iv. Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations under this Contract has been or on the Closing Date will have been taken. Seller has not entered into any currently-effective agreement concerning the Property which would survive Closing, except for those provisions in this Agreement that survive Closing.
- v. During the term of the Contract unless approved by Purchaser, Seller shall refrain from (a) creating or incurring, or suffering to exist, any new mortgage, lien, pledge, or other encumbrance upon the Property; (b) changing the land use or zoning designation of the Property without the express written consent of the Purchaser; or (c) committing any waste or nuisance upon the Property.

B. Seller represents and warrants that it has no actual knowledge of any violations of any applicable environmental laws relating to the Property. Seller further represents and warrants that it has no actual knowledge of the presence of disposal, except as in accordance with applicable law, on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to *Section 307 of the Clean Water Act of 1977* (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to *Section 1004 of the Resource Conservation and Recovery Act of 1976* (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to *Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980* (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. Further, Seller has no actual knowledge of any latent defects affecting the Property including but not limited to any mine shafts, sinkholes, burial grounds or archeological deposits, or other such conditions adversely affecting the Property. Purchaser acknowledges that Seller has made no and shall not be required to make any independent investigation with respect to the foregoing.

XII. NOTICES. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed to have been given when delivered pursuant to a method set forth in Section XII.C. below to the addresses set forth below or such other addresses as are specified by written notice delivered in accordance herewith:

Purchaser: CENTRAL ELECTRIC POWER COOPERATIVE, INC.

Attn: Robert C. Hochstetler, President & CEO
20 Cooperative Way
Columbia, SC 29210
Email: rhochstetler@cepci.org

With a copy to: The Tiencken Law Firm, LLC
Attn: Alexander G. Hall
234 Seven Farms Drive, Suite 114
Daniel Island, SC 29492
Email: ahall@tienckenlaw.com

Seller: COUNTY OF GEORGETOWN, SOUTH CAROLINA
Attn: Sel Hemingway, County Administrator
716 Prince Street
Georgetown, SC 29440
Email: olewis@gtcounty.org

With a copy to: Wesley P. Bryant, County Attorney
716 Prince Street
Georgetown, SC 29440
Email: wbryant@gtcounty.org

XIII. MISCELLANEOUS.

- A.** This Contract and all terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B.** The captions employed in this Contract are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.
- C.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service, or (iv) sent electronically by electronic mail and addressed to each party at the applicable address set forth beside the signature of each party or elsewhere herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on a date of hand delivery, on the day following deposit in the United States mail, on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the day sent by electronically.
- D.** Pending consummation of the sale as herein provided, Seller shall not impose any easements, covenants, conditions, restrictions or other encumbrances upon the Property or any part thereof without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

- E.** This Contract constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the Seller and Purchaser.
- F.** All terms and conditions of this Contract which by their nature and effect if required to be observed, kept or performed after Closing shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- G.** Time is of the essence hereunder. However, if the transaction cannot be closed within the stipulated time limits set forth herein, the Purchaser shall have the option to extend this Contract for one additional period of thirty (30) days upon written notice to Seller and the deposit of an additional, nonrefundable Five Thousand and No/100 Dollars (\$5,000.00) deposit with the Escrow Agent (which shall be held as Earnest Money and applied accordingly as set forth in this Contract).
- H.** Without the prior written consent of Seller, which shall not be unreasonably withheld, Purchaser may not assign its rights and obligations in part or in whole hereunder to any affiliated entity or any other entity.
- I.** The invalidity or unenforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J.** If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- K.** Seller shall bear all risk of loss until the Closing and the delivery of the deed to Purchaser. In the event that prior to the Closing the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof. Purchaser shall have the option to terminate the Contract within ten (10) business days from the receipt of such notice if such loss would prevent the Purchaser from using the Property for Purchaser's intended purposes, whereupon all rights and obligations of the parties shall cease and terminate and the Earnest Money will be refunded to Purchaser.
- L.** Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, timeframe, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, timeframe, condition or covenant under this Contract.
- M.** During the Inspection Period, Seller shall provide Purchaser with all documentation required to close the purchase of the Property on the closing date including, but not limited to, any leases, rent rolls, timber deeds, any existing title insurance policy. At least seven (7) days prior to Closing, Seller shall provide Purchaser's attorney with forms of closing documentation such as a South Carolina Seller's Withholding Affidavit, a Certificate of Tax Compliance or affidavit that such certificate is non-applicable, 1099-S (if applicable), appropriate corporate

N. The laws of the State of South Carolina shall govern the validity, enforcement and interpretation of this Contract.

O. The submission of this Contract to either party by the other for examination or consideration does not constitute an offer to purchase or sell the Property, and this Contract shall become effective, if at all, only upon the full execution thereof by Purchaser and Seller.

P. This Contract may be executed by the parties in multiple counterparts with each counterpart constituting an original document. Any signatures delivered by a party either by facsimile, email, or other electronic transmission or digital format (including but not limited to an Adobe file format or PDF) will be deemed to be original signatures under the Contract. All such counterparts and originals when taken together will constitute the entire original Contract.

Q. The Buyer agrees to allow the seller a First Right of Refusal should the Buyer ever sell the subject property. This provision shall outlined in the General Warranty Deed from the Seller to the Buyer and shall permit the Seller the first opportunity to purchase the subject property at its agreed upon Fair Market Value from the Buyer. This provision shall run with the land as long as the Buyer, its assigns and successors, own the subject property. The Seller shall have 90 days (an adequate amount of time to seek approval from the Georgetown County Council) in which to conduct its due diligence and provide the Buyer, its assigns and successors, with notice of its intent to purchase or not, after the Buyer provides written notification to the Seller of its intent to sell the subject property.

Page 9 of 13

The foregoing agreement was acknowledged before me this ____ day of _____, 2018 by Robert C. Hochstetler, President & Chief Executive Officer of CENTRAL ELECTRIC POWER COOPERATIVE, INC., a South Carolina not-for-profit electric cooperative, on behalf of the corporation.

_____(Seal)

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT A
ILLUSTRATIVE MAP OF PROPERTY

Seller's Initials: _____

Purchaser's Initials: _____

EXHIBIT B
Escrow Provisions

Escrow Agent agrees to hold, keep and deliver the Earnest Money and all other sums delivered to Escrow Agent in accordance with the terms and provisions of this Agreement.

Escrow Agent shall be liable only to hold said sums and deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement, Escrow Agent is acting in the capacity as a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent.

In the event of any disagreement between Purchaser and Seller resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under the terms of this Agreement, and in so doing Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement between Seller and Purchaser, and Escrow Agent shall have a period not exceeding three (3) business days after receipt by Escrow Agent of any notice or request to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement.

Further, Escrow Agent shall have the right at all times to pay all sums held by it (x) to the appropriate party under the terms hereof, provided no dispute exists between the parties hereto, or (y) into any court of competent jurisdiction after a dispute between or among the parties has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.

Seller and Purchaser jointly and severally agree to reimburse Escrow Agent from any and all costs, damages and expenses, including reasonable attorney's fees, that Escrow Agent may incur in its compliance of and in good faith with the terms of this Agreement; provided, however, that this reimbursement shall not extend to any acts of gross negligence or willful malfeasance on the part of the Escrow Agent.

In the event of the termination of this Agreement and the entitlement to Purchaser of the return of the Earnest Money as provided herein, then upon the request by Purchaser or the Escrow Agent, Seller will promptly execute a consent or provide other approval to the such release and return by the Escrow Agent of the Earnest Money to Purchaser.

Item Number: 11.c
Meeting Date: 11/13/2018
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2018-39 - AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County Council has previously and continuously leased the subject property located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan since Georgetown County purchased the property in 2010. Georgetown County Council has determined that a lease with Karen Hogan to operate a child day care facility is an appropriate use for the property.

Georgetown County Council and Karen Hogan are both desirous of entering into a new one year lease agreement with the term of 12 months to commence on November 1, 2018.

OPTIONS:

1. Adopt Ordinance No. 2018-39 to authorize the lease of property.
2. Do not adopt Ordinance No. 2018-39.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 2018-39, an ordinance to authorize the lease of property located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan (Odyssey Kids Club).

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2018-39 Authorizing the Lease of Property located in the Town of Andrews	Ordinance
▣ Property Lease Agreement - 108 N Morgan Ave	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-39

**AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE
IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County Council has previously and continuously leased the subject property to Karen Hogan since the County purchased the property in 2010; and

WHEREAS, Georgetown County Council has determined that a lease with Karen Hogan to operate a child day care facility is an appropriate use for the property; and

WHEREAS, the Georgetown County Council and Karen Hogan are both desirous of entering into a new one year lease agreement.

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

Any other previous lease agreements and Ordinances involving the subject property and Karen Hogan are repealed in their entirety, null and void.

Further, Georgetown County Council has determined that the lease agreement, attached herewith, whereby the County is the Lessor and Karen Hogan is the Lessee shall be approved for the building and parcel located at 108 North Morgan Avenue, Town of Andrews, Georgetown County, South Carolina for a term of 12 months to commence on November 1, 2018 and ratified by 3rd reading approval and a public hearing 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 ___th DAY OF DECEMBER, 2018.

Johnny Morant, Chairman
Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2018-39, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading: _____, 2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE AGREEMENT
(Town of Andrews – North Morgan Ave)

WHEREAS, Georgetown County is the owner of that certain property, currently known as the Odyssey Kids Club, 108 North Morgan Avenue, Andrews, Georgetown County, South Carolina; and

WHEREAS, Karen Hogan, owner, desires a one year-term lease of the subject property for the purposes of conducting children day care services; and

WHEREAS, the Lessor is desirous of leasing the premises described herein to the Lessee for another period of 12 months in exchange for consideration herein described.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Lessor and Lessee do mutually agree as follows:

THIS PROPERTY LEASE AGREEMENT (“Agreement” or “Lease”) made and entered into this 1st day of November, 2018, by and between **KAREN HOGAN** (hereinafter referred to as Lessee) AND **GEORGETOWN COUNTY**, a body politic and organized under the laws of the State of South Carolina, (hereinafter referred to as Lessor), voids any other lease document previously entered however it shall not void any financial obligations currently owed and due from the Lessee to the Lessor.

1. Leased Property. The Lessor, in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property referred to as the Odyssey Kids Club at 108 North Morgan Avenue in the Town of Andrews, South Carolina and further identified as TMS No: 06-0004-122-00-00 (hereinafter referred to as the Property).

TO HAVE AND TO HOLD unto Lessee for the time and upon the terms as hereinafter set forth.

2. Representations of Lessor. The Lessor represents that it leases the Property and that the title to the Property is free from encumbrances. Lessor further represents that it has the right and authority to make this Agreement.

3. Term. The Term of this Agreement shall be FOR A PERIOD OF TWELVE MONTHS FROM THE DATE ENTERED INTO AS EVIDENCED ABOVE and no more and shall be terminated for any reason if both parties mutually agree in writing or if the Lessee fails to make a lease payment for more than 30 days after its due date.

4. Renewal Term. There shall be no option of a renewal term. However, both parties may, at their sole discretion, agree to a new lease agreement at the end of the term described herein.

5. Early Termination. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's principal use of the Property becomes prohibited, is rendered practically unfunded and/or unprofitable, or the property is no longer needed. Lessor shall have the right to terminate this Agreement, with or without cause, upon 30 days of notice to the Lessee.

Nothing herein precludes the parties from mutually terminating this agreement early by an agreed upon written amendment to this document. If the Leased Property is subject to a Condemnation action by an entity other than the Lessor, or if a portion is condemned, then, if the Lessee so desires, the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

6. End of Term. Upon expiration of the Initial Term or other termination of this Agreement as described in #5, Lessee shall immediately quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall immediately remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date. Any permanent improvements shall become the property of the Lessor unless otherwise agreed to by the parties in a separate agreement. In the event 30 days of notice was given in compliance with #5 above, Lessee shall vacate the premises immediately at the end of the 30th day.

7. Holdover Occupancy. Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties.

8. Rent, Back Rent and Lease Payments. Commencing on the date evidenced above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be TWO HUNDRED FIFTY DOLLARS (250.00) a month** and said Rent shall be payable in advance on or before the first day of each month. Rent shall not be subject to deduction. Rent that is more than 30 days past due based on the first day of each month shall render the Lessee in default and cause the immediate termination of this agreement.

In addition to rent, **Back Rent in the amount of FIFTY DOLLARS (\$50.00) a month** shall be due and payable in advance on or before the first day of each month along with the monthly rent payment. Lessee acknowledges a severe delinquency in past due rent payments and agrees that the monthly \$50 payment will be logged each month as a reduction of that debt. Back Rent that is more than 30 days past due based on the first day of each month shall render the Lessee in default and cause the immediate termination of this agreement.

9. Security Deposit. A security deposit shall not be required for this agreement.

10. Fees and Taxes. Lessee's obligation under this paragraph shall include, without limitation, payments of any and all charges, taxes or fees imposed by Federal, State or Local governments, or any agencies thereof, on, in connection or resulting from or arising out of Lessee's use of occupancy of the Leased Property. Lessor shall timely pay all uniform fees and taxes, to include the Georgetown County Storm Water Fee if applicable, which may be assessed upon the Leased Property by all governing bodies with jurisdiction. The Lessee shall be

responsible for and shall timely pay any and all personal property taxes which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property. The Lessee shall not be responsible for real property taxes as no taxes are owed on this property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting a child day care program for children. The failure of Lessee to continuously use, occupy, operate or conduct its business within the Leased Property for a period of 30 days during the term of this Agreement shall constitute an event of default and abandonment hereunder. Upon abandonment, the Lessor shall automatically have the right to reoccupy the premises and this agreement shall automatically terminate without notice.

Lessee shall be allowed to install reasonable exterior signs and graphic materials on the exterior façade of the Leased Property and the contiguous real estate property being leased under this Agreement for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the Town of Andrews.

12. Covenant of Quite Enjoyment. The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

13. Maintenance. Lessee shall keep the Property clean and free of all trash and debris at all times.

14. Repairs. Repairs that are needed due to the actions and use of the premises by the Lessee shall be the responsibility of the Lessee during the term of this Lease Agreement. Repairs needed due to Acts of God shall be the responsibility of the Lessor during the term of this Lease Agreement.

15. Sublease/Assignment. Lessee agrees not to assign any interest of Lessee hereunder or sublet, license or permit any other party or parties to occupy any portion of the property without the express, written consent of the Lessor.

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters, other emergencies or for any other reason that may be determined by the Lessor.

18. Compliance with Governmental Orders, Regulations, Etc. The Lessee covenants and agrees to comply with all governmental rules, laws and ordinances during the term of its lease. Any failure to do so by the Lessee will result in a breach of this Agreement.

19. Insurance. Lessee agrees to maintain general liability insurance policy or policies. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina. Lessee agrees to maintain a policy with at least \$1,000,000.00 in coverage for a single individual, \$2,000,000.00 per occurrence and at

least \$50,000.00 for any loss of property. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. Lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain insurance coverage as stated above shall constitute a breach of this agreement. However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance during the term of this Lease Agreement. The Lessee agrees to name the County as an additional insured on its General Liability Policy.

20. Casualty. In the event the Leased Property or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the leased property is not rendered untenable by such damage.

21. Alterations and Improvements. The Lessee shall not make any major (defined as \$10,000 and above) alterations to the Leased Property without the Lessor's written consent, however, such consent shall not be unreasonably withheld. Lessee shall indemnify and hold harmless the Lessor against any mechanic's liens or materialmen's liens, lawsuits, or any other lien or action whereby money is being claimed as owed, arising out of the making of any alteration or improvements by Lessee to the Leased Property as herein provided.

22. Utilities. The Lessee shall be responsible for any utility charges during its occupancy under the terms of this lease.

23. Default. If Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Tenant's creditors, or if (in any proceeding based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee of the leased property, or if any proceeding shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of the law of if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, or if there shall be a default in the payment of the rental reserved hereunder for more than 30 days, or if there shall be a default in the performance of any other payment, covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days, then Lessor may, at Lessor's sole option, terminate this Agreement.

24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT. LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

THE LESSOR SHALL NOT HOLD THE LESSEE RESPONSIBLE FOR ANY LIABILITIES THAT ARISE AS A RESULT OF THE LESSOR'S FAILURE TO COMPLY WITH THE AGREEMENT HEREIN OR ANY OTHER LIABILITY THAT MAY OCCUR PURSUANT TO A DIRECT ACT OR OMISSION OF THE LESSOR, WHETHER IN CONTRACT OR TORT. THE LESSEE COVENANTS AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

25. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this agreement shall be resolved through the 15th Judicial Circuit Court of South Carolina in Georgetown County only after non-binding mediation is held by a neutral mediator agreed to by both parties. **This agreement is not subject to arbitration.**

26. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

27. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to other rights and remedies available to either party in law or equity.

28. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessor: Sel Hemingway, Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

If to Lessee: Karen Hogan
Odyssey Kids Club
108 North Morgan Avenue
Andrews, SC 29510

With a copy to: Wesley P. Bryant, Esq.
Georgetown County Attorney
716 Prince Street
Georgetown, SC 29440

29. Waiver. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

30. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of its successors or legal representatives of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

31. Severability. If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

32. Gender and Singular. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

33. Captions. The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

34. Written Changes. This Agreement may not be changed orally, but only by agreement in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

WITNESSES

LESSOR: GEORGETOWN COUNTY

BY: _____

ITS: **County Administrator**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that Sel Hemingway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

LESSOR:
ODYSSEY KIDS CLUB

_____ **BY:** _____

_____ **ITS:** **Karen Hogan, Owner**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

Item Number: 12.a
Meeting Date: 11/13/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant

A request from Dan Stacy, as agent for Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. The property is located at 1508 S. Waccamaw Drive in Murrells Inlet. TMS 41-0129-002-00-00. Case Number AMPD 9-18-21424.

Dan Stacy applied to amend the Marlin Quay PD as a major change to allow for redevelopment of the marina store and restaurant. The submittal included a new site plan as well as a request regarding the roof pitch for the proposed building.

CURRENT STATUS:

On February 27, 2018, County Council approved an ordinance amending the Marlin Quay Planned Development to allow for a redevelopment of the marina store/restaurant (Ordinance 2018-03). The ordinance allowed for 4,598 heated square feet for the new structure, 62 parking spaces for the site, a 45 foot height limit and a seating capacity of 110. Prior to Council action, the Zoning Board of Appeals also ruled twice on this issue after an appeal of Staff's decision to treat the issuance of a permit for the new structure as a minor change by the Gulfstream Café Inc. The ZBA ruled in favor of staff. The ZBA decision was appealed to Circuit Court and the County won the appeal.

The project has been in litigation since the Council approval. A court has ordered that the site plan approved in February 2018 by Council cannot be built. The applicant is required to build within the footprint of the building that was previously located on the site. The purpose of this new request is for a new structure (MQ3) to bring the site into compliance with the court order. The litigation primarily involves a parking easement located on Dr. Lawhon's property that is owned by the Gulfstream Café.

POINTS TO CONSIDER:

1. The Marlin Quay PD is located on the west side of South Waccamaw Drive, south of Basin Drive in Garden City. The PD was approved in July of 1982 for condominiums, a restaurant and a marina. No setbacks were provided. The PD was amended numerous times to include additional uses and amendments to the original layout.
2. Prior to November of 2016 the Marlin Quay Marina Restaurant and Store were located on the property line between TMS 41-0129-002-00-00 which they own and TMS 41-0128-032-00-00 owned by the Marlin Quay Homeowners Association. The property owner had a long term lease for the section of their building on the condo association property. The owner inquired about demolishing the existing building in order to reconstruct a new building wholly on the owner's property. After significant negotiations with the condo HOA, their board agreed to allow the demolition. A demolition permit was issued on November 1, 2016. According to an email from the property owner's representative, the building contained a total of 4,603 square feet at that time. The current submittal (MQ3) is the third

version of a plan to reconstruct this building.

3. The current request is for a building containing a restaurant and a marina store. The amount of heated square footage has not changed. The area for the restaurant has decreased slightly, the area for the marina has increased and the unheated storage area has decreased. The proposed heated square footage is less than the original 4,603 SF for the original building that was demolished. A comparison of the square footage amounts between this proposal (MQ3) and the previous proposal that was approved by Council in February 2018 (MQ2) are shown below:

	MQ2	MQ3	Change
• Total Restaurant HEATED	2641	2630	↓11 SF
• Total Restaurant UNHEATED	2994	2943	↓51 SF
• Total Marina/Retail HEATED	1955	1966	↑11 SF
• Total Marina/Retail UNHEATED	1004	1224	↑220 SF
• Total Storage UNHEATED	1794	1159	↓635 SF
Total HEATED	4,596	4,596	No change
Total UNHEATED	5,792	5,326	↓466 SF
Total HEATED & UNHEATED	10,388	9,922	↓466 SF

4. The parking layout for the site will not be changed. Like the previous plan for MQ2, the current plan shows three additional compact spaces to be located underneath the proposed building. The site contains a total of 62 spaces. This exceeds the Zoning Ordinance requirement of 51 spaces for the proposed building. The parking lot is also used by the Gulf Stream Café and the marina. These two uses are not included in the parking requirement of 51 spaces.

5. The amount of pervious/impervious space on the site will not be affected. The County's Stormwater Department did not require a review of the redevelopment based on the lack of increased impervious space.

6. Part of the Council approval from February 2018 included a condition that the building for MQ2 not exceed the seating capacity of the original building which according to the applicant was 110 seats. Plans from the applicant indicate that MQ3 will also not exceed 110 seats.

7. The PD was originally approved with a 60 foot height limit for condominiums and a 35 foot height limit for commercial uses. The property is located in a VE-16 flood zone. The previous building did not meet current flood requirements. Any new structure must be elevated to meet the County's flood ordinance requirements.

Since the applicant's last submittal for MQ2, the County's requirements for maximum height in a Planned Development have changed. Previously, the ordinance limited the height in a flood zone to 45 feet. This was in conflict with the current Article VIII Exceptions which allows for differing heights in a flood zone based on the BFE (base flood elevation). The PD ordinance has since been changed to state that "the height limits established elsewhere in the ordinance shall not be exceeded" (Section 610.4, Ordinance 2017-24).

Section 806 requires that structures in the Flood Zone V are allowed a maximum height of 35 feet as measured from the BFE to the midpoint of the roof, plus an additional three feet to allow for the FEMA-required floor system. For this particular site, the total allowed height is 38 feet from the BFE or a total height of 47 feet based on the ground elevation of 7 feet. The proposed plan meets this requirement.

Section 806 also includes a statement that structures in a V zone that exceed 35 feet utilize a roof pitch not less than 4/12. The proposed building contains a flat roof in order to maximize the useable space between the BFE and the roof. The applicant has requested that this Planned Development not include the provision requiring a roof pitch of 4/12 or greater.

8. Staff recommended approval for this request for redevelopment of the site and an amended roof pitch based on the proposed replacement of an existing use/structure with one that complies with current flood ordinance requirements and the resolution of the issue of having a building located over a property line.

9. Staff noted to the PC the possibility that the owner and opposition may have differing interpretations of the previous court order and that the County could not be placed in a position to interpret such order. Any interpretation would have to come from the court.

10. The Planning Commission held a public hearing on this issue at their October 18, 2018 meeting. The owner of the Gulfstream Café and his attorney both spoke in opposition to the request citing multiple concerns including an incomplete application, the 45 day deadline, multiple applications within a 12 month period and parking issues for the site. A resident of the adjacent Marlin Quay condos also spoke against the request expressing concerns over increased noise, traffic and the proposed firewall that would block views from the condos.

11. The Commission voted 6 to 0 to approve the request as submitted including the 47 foot height with a flat roof. This includes the previously approved seating limit of 110 seats. This provision will supersede any maximum seating limits established by the building and fire codes.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ Ordinance No 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant	Ordinance
▢ Marlin Quay attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-40

AN ORDINANCE TO AMEND THE MARLIN QUAY PLANNED DEVELOPMENT (PD) TO ALLOW FOR REDEVELOPMENT OF THE MARLIN QUAY/MARINA STORE/RESTAURANT

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE MARLIN QUAY PLANNED DEVELOPMENT (PD) BE AMENDED TO ALLOW FOR REDEVELOPMENT OF THE MARLIN QUAY/MARINA STORE/RESTAURANT AS SHOWN ON THE ATTACHED SITE PLAN NUMBERED "AS101" DATED 10/12/18 WITH THE FOLLOWING ELABORATIONS:

- Heated square feet for the new structure will not exceed 4,596 SF.
- 62 parking spaces will be provided including three compact spaces to be located underneath the new structure.
- The structure will not exceed a 47 foot height limit. The building may utilize a flat roof.
- The total seating capacity shall not exceed 110 persons.
- This ordinance supersedes and replaces Ordinance number 2018-03 regarding a previous amendment to Marlin Quay and the site plan it references.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____(SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-40, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

OXNER & STACY, P.A.

ATTORNEYS AND COUNSELORS AT LAW
90 WALL STREET - UNIT B
PAWLEYS ISLAND, SC 29585
TELE: (843) 235-6747 • FAX: (843) 235-6650

ARRY A. OXNER
DANIEL W. STACY, JR.

GEORGETOWN OFFICE:
235 CHURCH STREET
POST OFFICE BOX 481
GEORGETOWN, SC 29442-0481
TELE: (843) 527-8020
FAX: (843) 485-4121

REPLY TO:
PAWLEYS ISLAND OFFICE

August 27, 2018

(Via Hand Delivery)

Georgetown County
Planning Commission
Post Office Box 421270
Georgetown, South Carolina 29442

RE: Application to Amend a Planned Development / Site Plan & Change of Building Configuration / Less than .5 Acres / Portion of TMS# 41-0128-032-61 and a Portion of 41-029-02-00 / Palmetto Industrial Development, LLC / O&S File Number 18-1598

To Whom It May Concern:

Enclosed please find our firm's check in the amount of \$262.50, representing the application fee for the above referenced matter. Also, please find the stamped envelopes to use to mail out the owner notification letters.

Please contact me at 843-235-6747, should you have any questions. With kind regards I am,

Very truly yours,



Rebecca S. Blakely
Legal Assistant for Daniel W. Stacy, Jr.



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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: Marlin Quay

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 – Change of Building Configuration**

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 41-0128-032-61-00 (a portion) and 41-0129-02-00-00 (a portion)
(Include all affected parcels)

Street Address: 1508 South Waccamaw Drive

City / State / Zip Code: Garden City Beach, South Carolina 29576

fee - \$ 262.50

Lot / Block / Number: Tract 3, Marlin Quay

Existing Use: Marina Retail Store and Restaurant

Proposed Use: Marina Retail Store and Restaurant

Commercial Acreage: Less than .5 Acres

Residential Acreage: _____

Property Owner of Record:

Name: Palmetto Industrial Development, LLC

Address: 611 West Palmetto Street, Suite B

City/ State/ Zip Code: Florence, South Carolina 29501

Telephone/Fax: 843-235-6747 (Attorney for Owner)

E-Mail: marklawhon@gmail.com

Signature of Owner / Date: _____

Contact Information:

Name: Dr. Mark Lawhon

Address: 611 West Palmetto Street, Suite B, Florence South Carolina 29501

Phone / E-Mail: 843-235-6747 (Attorney for Owner) / marklawhon@gmail.com

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

Agent of Owner:

Name: Daniel W. Stacy, Jr., Esquire

Address: 90 Wall Street / Unit B

City / State / Zip Code: Pawleys Island, South Carolina 29585

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

E-Mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date:

Daniel W. Stacey

X

Signature of Owner /Date:

[Signature]

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

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**
2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

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

-
- Do these conditions exist on other properties elsewhere 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: Per Separate litigation, a court has ordered that the site plan approved by Planning Commission and County Council cannot be built, and the applicant has to rebuild wholly within the footprint of the building that existed prior on this site. This change is to bring the site into compliance with said Court Order.

Reason for amendment request: Site plans attached to application, revised calculation to follow under separate cover.

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.*).

OXNER & STACY, P.A.

ATTORNEYS AND COUNSELORS AT LAW
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PAWLEYS ISLAND, SC 29585
TELE: (843) 235-6747 • FAX: (843) 235-6650

HARRY A. OXNER
DANIEL W. STACY, JR.

GEORGETOWN OFFICE:
235 CHURCH STREET
POST OFFICE BOX 481
GEORGETOWN, SC 29442-0481
TELE: (843) 527-8020
FAX: (843) 485-4121

REPLY TO:
PAWLEYS ISLAND OFFICE

October 12, 2018
VIA EMAIL & U.S. MAIL

Holly H. Richardson, AICP
Chief Planner
Georgetown County Planning and
Code Enforcement
129 Screven Street, Room 222
Georgetown, SC 29440

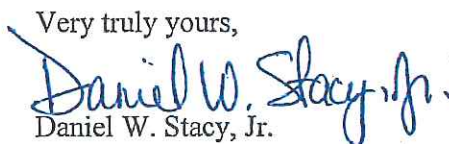
Re: Major change application for Marlin Quay PD
O.S. File #17-1739

Dear Holly:

I just wanted to follow up with our earlier conversation to confirm our earlier discussions that a request for adjustments to the height of the building are a component part of our application. As we discussed, the final plans have not yet been completed when we made our application, but I wanted to make sure you confirm this for your records and for your discussion among the staff in the Planning Commission. Also, thank you for confirming the receipt of our application on September 4, 2018, as I submitted it on August 27, 2018 per our cover letter.

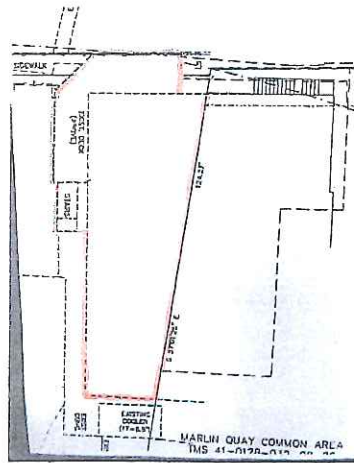
With kindest regards, I remain

Very truly yours,


Daniel W. Stacy, Jr.

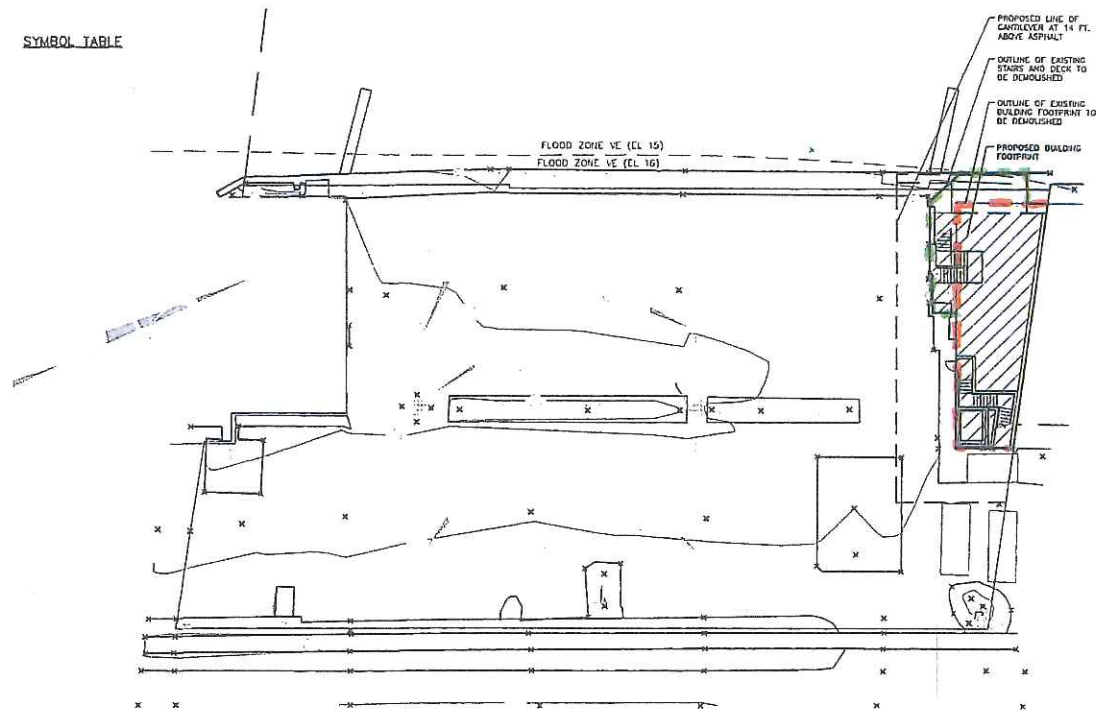
DWS/scp

cc: Mark Lawhon



G1 SITE INFORMATION PROVIDED BY OWNER

SYMBOL TABLE



G2 SITE PLAN

MARLIN QUAY
RESTAURANT
& STORE

DATE: 08/08/2018
DRAWN BY: [Signature]

PROJECT: MARLIN QUAY RESTAURANT & STORE
SHEET: 1 OF 1

SCALE: 1/8" = 1'-0"



ETS
ENGINEERING & DESIGN

1110 S. GATEWAY BLVD. SUITE 100
FRESNO, CA 93702
TEL: 559.241.1111
WWW.ETS-ENGINEERING.COM

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

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SITE PLAN

A001

SIDEWALK

EXIST. DECK
(AROVE)

STAIRS

EXIST.
CONC.

EXISTING
COOLER
(FF=8.8')

EXIS

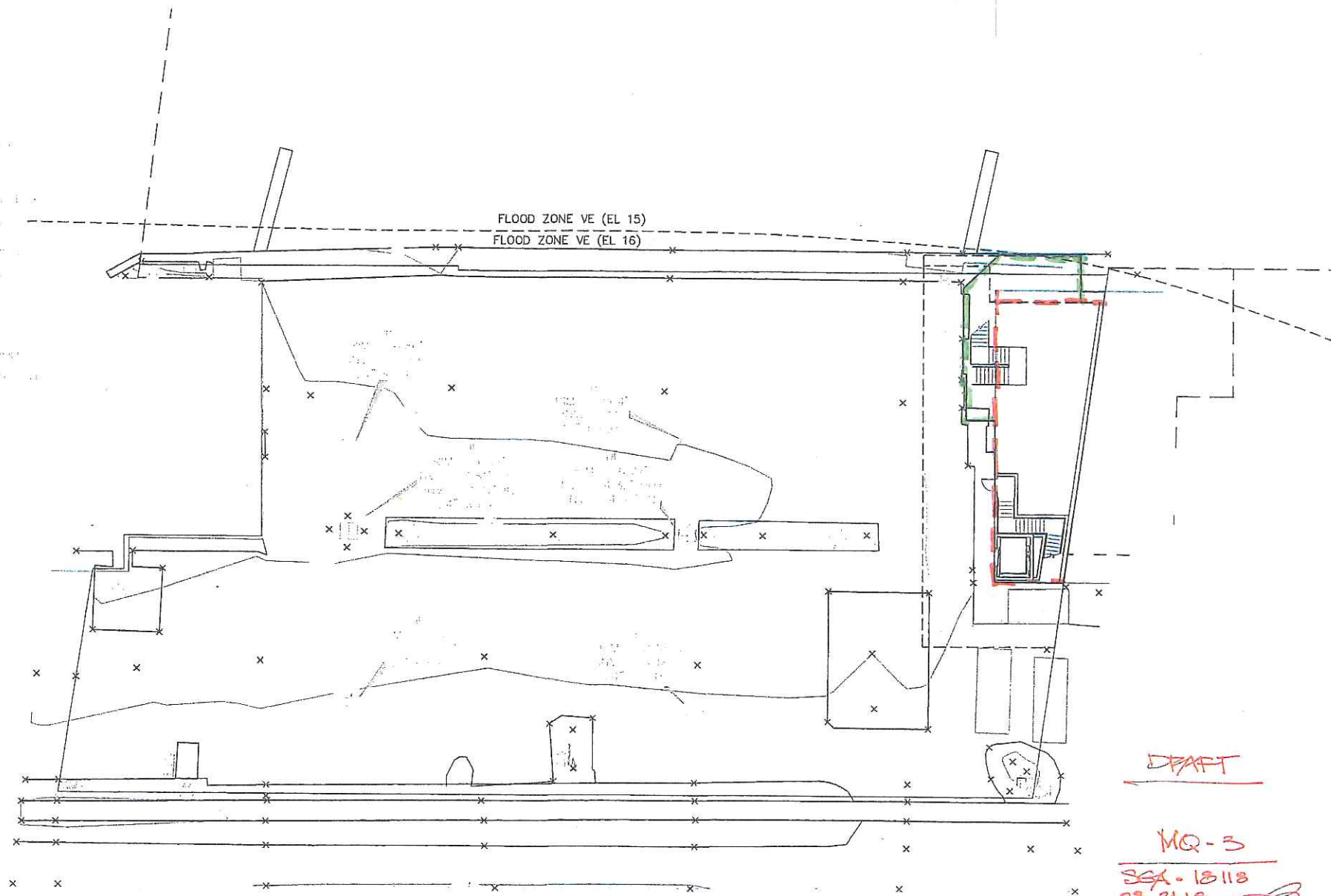
S 57°01'26" E

124.27'

MARLIN QUAY COMMON AREA
TMS 41-0128-032 00 00

SYMBOL TABLE

1	Proposed
2	Existing
3	Proposed
4	Proposed
5	Proposed
6	Proposed
7	Proposed
8	Proposed
9	Proposed
10	Proposed
11	Proposed
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95	Proposed
96	Proposed
97	Proposed
98	Proposed
99	Proposed
100	Proposed



DRAFT

MQ-3

SEA-18118
03.21.18

[Signature]

Marlin Quay
Property Location
AMPD 9-18-21424

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Marlin Quay

— Lot Lines

— Railroads

◆ Landmarks

— 90' setback

Municipalities

0 55 110 220 330 440 Feet

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



Marlin Quay
Property Zoning
AMPD 9-18-21424



Streets

● 2019 年 12 月 1 日起实施

Maintained by

 Cambridge

Phylogenetic

DATE

Power Line Company

Let's Learn

十一

 Lippincott Williams & Wilkins

Zoning

DISTRICT _____

CC-0-BE-GLOSSARY

9

55

33

2



3

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27

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 ME

☐ **FIG**

☐ **FIG**

 YES
 NO

[illegible]☒ **ii**

READ

 R

◎ 2010 年 10 月 1 日起实施

Figure 1

11

 A small red rectangular box, likely a redaction mark.

30

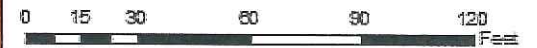
3

23



100

Figure 10.10: A graph of the function $f(x) = \sin(x)$ on the interval $[-\pi, \pi]$. The function is periodic with period 2π .



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Marlin Quay
Property FLU
AMPD 9-18-21424
Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Marlin Quay

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF FI

TRANSITIONAL

90' setback

Municipalities

0 15 30 60 90 120 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.



Marlin Quay
Property Aerial
AMPD 9-18-21424

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Marlin Quay

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Hi

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 15 30 60 90 120 Feet

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





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Dan Stacy, as agent for Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. The property is located at 1508 S. Waccamaw Drive in Murrells Inlet. TMS 41-0129-002-00-00. Case Number AMPD 9-18-21424.

The Planning Commission will be reviewing this request on **Thursday, October 18, 2018 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

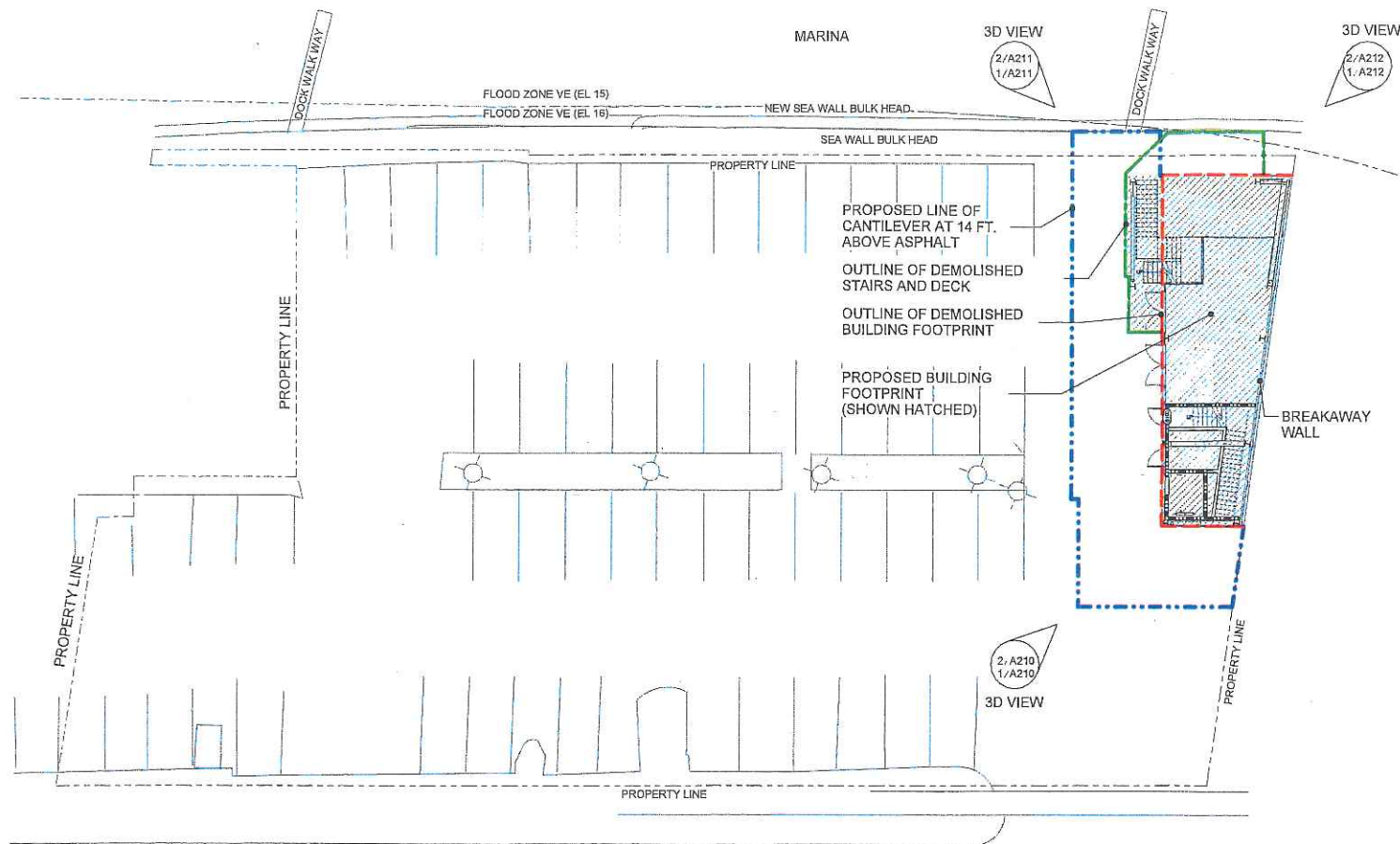
Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

1 SITE PLAN



MARL
RESTA.
& STORE

1001 S. Washington Dr.
Annapolis, MD 21403
Owner: PALMISTO RECREATION
DESIGN/ARCH
1001 S. Washington Dr.
Annapolis, MD 21403

Architect of Record:

SGA
ARCHITECTURE

1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1235
www.sgaarchitect.com

City of Annapolis

ETS

ENGINEERING & SURVEYING
1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1235
www.ets-engineering.com

City of Annapolis

Chapman Engineering

1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1235
www.chapman-engineering.com

City of Annapolis

Paul, Pomeroy & Associates, Inc.

1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1235
www.ppa-architect.com

City of Annapolis

STATE OF MARYLAND

REGISTERED PROFESSIONAL

ARCHITECT

NOT FOR CONSTRUCTION

DATE: 01/15/18

Drawn: 10/15/18

Checked: 10/15/18

By: 10/15/18

Scale: 1" = 10'

Sheet: 1 of 1

Project: 1001 S. Washington Dr.

Client: PALMISTO RECREATION

Architect: SGA ARCHITECTURE

Engineer: ETS ENGINEERING & SURVEYING

Surveyor: CHAPMAN ENGINEERING

City of Annapolis

Paul, Pomeroy & Associates, Inc.

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Annapolis, MD 21403

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Fax: 410.293.1235

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Architect: SGA ARCHITECTURE

Engineer: ETS ENGINEERING & SURVEYING

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Checked: 1



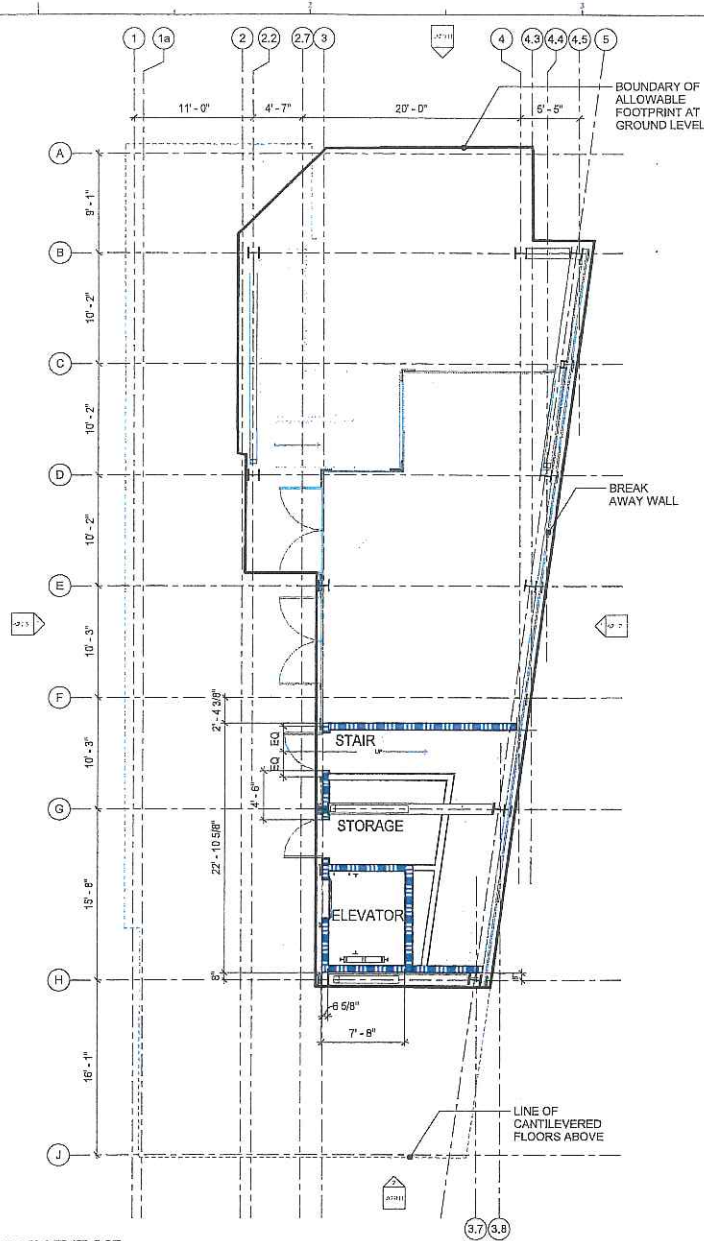
5814 3670cMerlin Quay18113_MerlinQuay-3_Central_nmrda094445c.nc

10/12/2019 10:33:56 AM

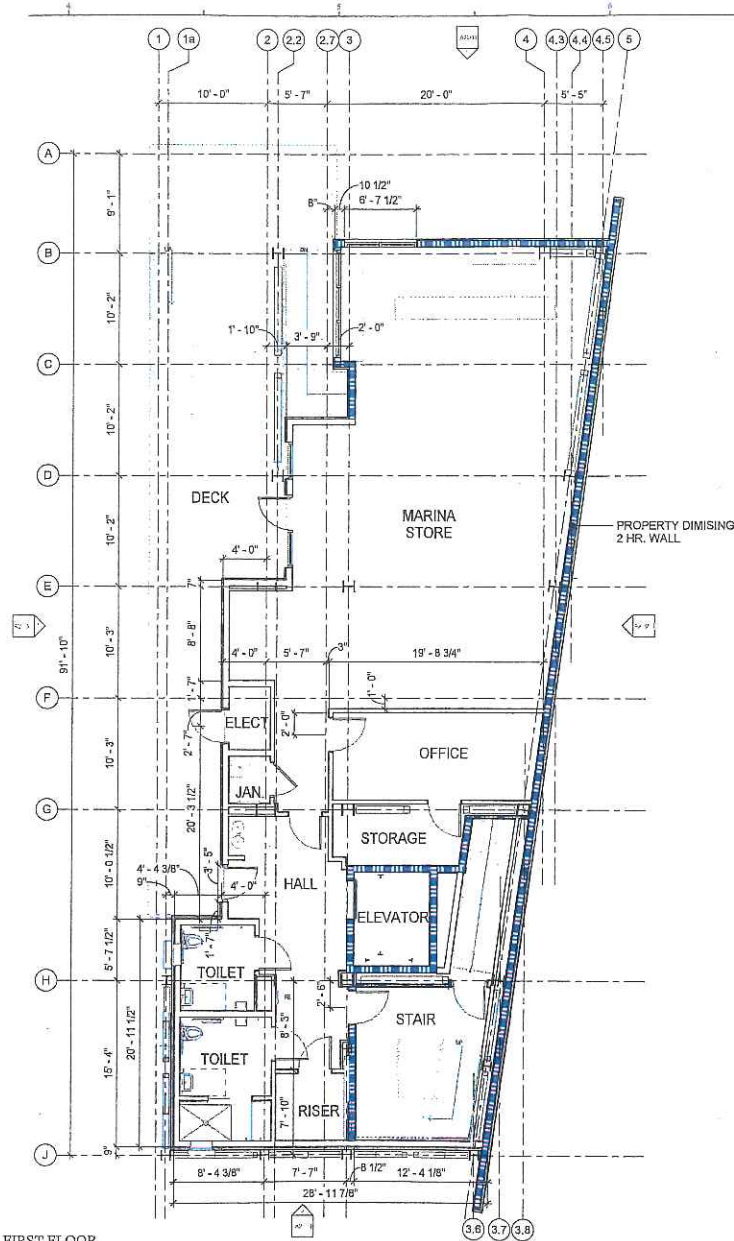
B:\02\Main\Draw\18111_MarinaBay-3_Corral_Announcement.dwg

10/22/2018 12:31:40 PM

1 GROUND FLOOR
1/8" = 1'-0"



2 FIRST FLOOR
1/8" = 1'-0"



MARLI RESTAURANT & STORE

1804 S. WISCONSIN DR.
WINDY HILL, NC 27493

OWNER: FARMSTEAD INTERIOR DEVELOPMENT
1804 S. WISCONSIN DR.
WINDY HILL, NC 27493

DESIGNED BY: SGA



Charlotte
4000 Maple Street, Suite 200
Charlotte, NC 28209
Phone: 704.333.4444
Fax: 704.333.4444

UNDESIGNED CONSULTANT: ETS

ENGINEERING AND TECHNICAL SERVICES
10000 E. HIGHWAY 100
SUITE 100
GREENSBORO, NC 27409
Phone: 336.733.1111
Fax: 336.733.1111

MEP CONSULTANT: Charleston Engineering

124 North Main Street
Suite 200
Raleigh, NC 27601
Phone: 919.972.1111
Fax: 919.972.1111

REVIEWED: J. H. Jones & Associates, Inc.

11000 Cambridge Road, Suite 200
Raleigh, NC 27601
Phone: 919.972.1111
Fax: 919.972.1111

PROPERTY DIMISING 2 HR. WALL

NOT FOR CONSTRUCTION

Self-Insured Retention

Insurance Policy Number

Policyholder's Name

Policyholder's Address

Policyholder's City

Policyholder's State

Policyholder's Zip

Policyholder's Phone

Policyholder's Fax

Policyholder's Email

Policyholder's Website

Policyholder's Social Media

Policyholder's Other

Policyholder's Signature

Policyholder's Date

Policyholder's Title

Policyholder's Position

Policyholder's Department

Policyholder's Division

Policyholder's Branch

Policyholder's Office

Policyholder's Room

Policyholder's Suite

Policyholder's Floor

Policyholder's Building

Policyholder's Campus

Policyholder's Region

Policyholder's Country

Policyholder's Continent

Policyholder's Hemisphere

Policyholder's Latitude

Policyholder's Longitude

Policyholder's Elevation

Policyholder's Area

Policyholder's Volume

Policyholder's Mass

Policyholder's Density

Policyholder's Temperature

Policyholder's Humidity

Policyholder's Pressure

Policyholder's Force

Policyholder's Energy

Policyholder's Power

Policyholder's Work

Policyholder's Play

Policyholder's Rest

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Policyholder's Punishment

Policyholder's Justice

Policyholder's Mercy

Policyholder's Grace

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Policyholder's Disfavor

Policyholder's Blessing

Policyholder's Curse

Policyholder's Hope

Policyholder's Despair

Policyholder's Faith

Policyholder's Doubt

Policyholder's Belief

Policyholder's Disbelief

Policyholder's Trust

Policyholder's Distrust

Policyholder's Love

Policyholder's Hate

Policyholder's Affection

Policyholder's Disaffection

Policyholder's Friendship

Policyholder's Enmity

Policyholder's Acquaintance

Policyholder's Estrangement

Policyholder's Reconciliation

Policyholder's Separation

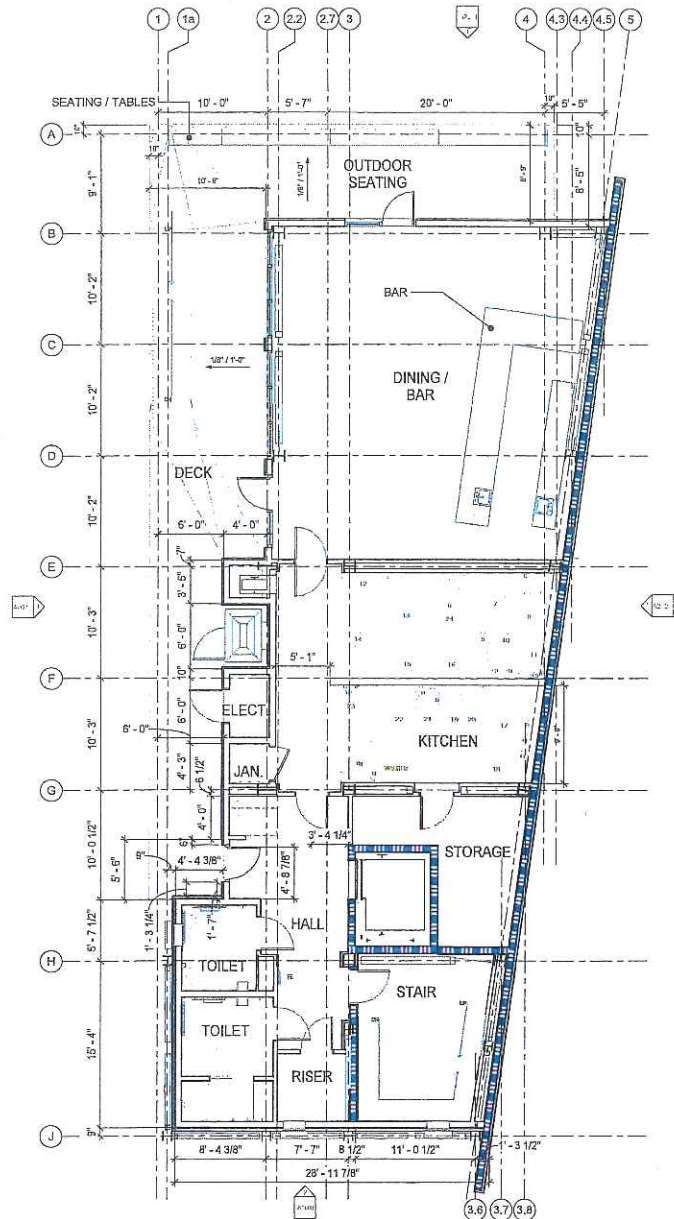
Policyholder's Union

Policyholder's Marriage

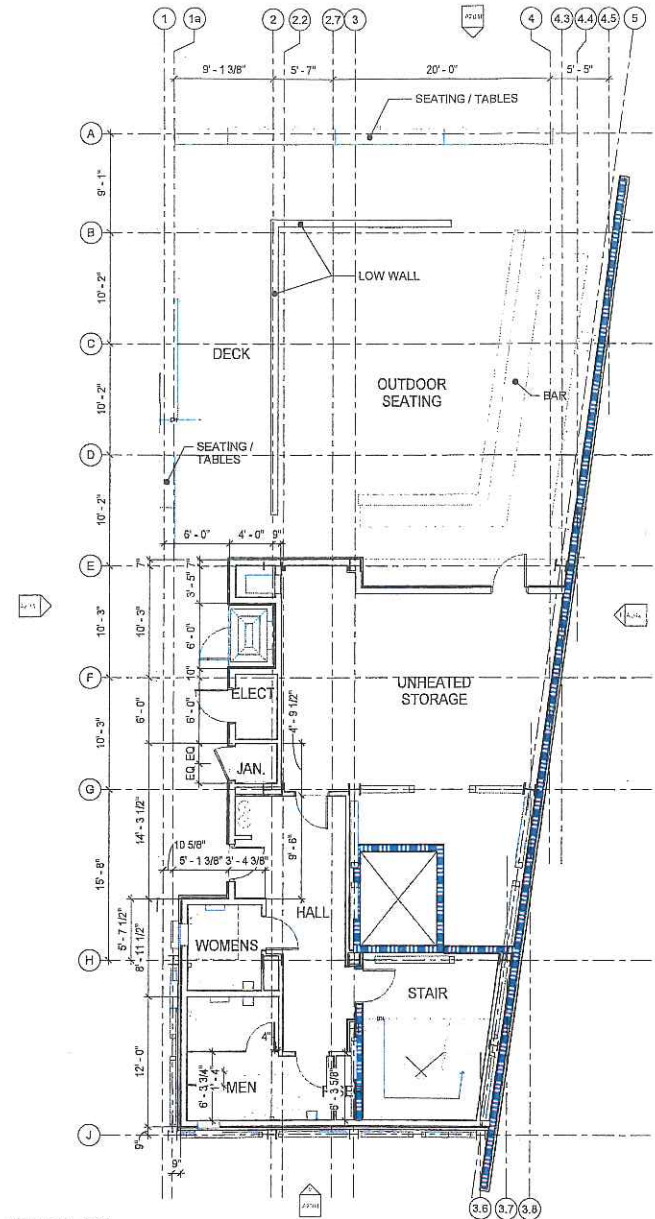
Policyholder's Divorce

10/20/2016 10:21:05 AM
 BH 353306181 Quzy78113_MarkDown3_Central_Immsd71401.rvt

1 SECOND FLOOR
 10' x 10'



2 THIRD FLOOR
 10' x 10'



MARLIN RESTAURANT & STORE

1000 S. Woodlawn Dr.
 Woodlawn, SC 29388

Project:
 PAULSTON KOLBACH
 DESIGNER
 1000 S. Woodlawn Dr.
 Woodlawn, SC 29388

Architect: SGA

SGA
 ARCHITECTURE
 Charleston
 1000 S. Woodlawn Dr., Ste. 100
 Woodlawn, SC 29388
 803.799.1234
 www.sgaarchitect.com

Client: Paulston Kolbach

ETS
 ENGINEERING & SURVEYING
 1000 S. Woodlawn Dr., Ste. 100
 Woodlawn, SC 29388
 803.799.1234
 www.ets-engineering.com

Client: Paulston Kolbach

Calvin Engineering
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Client: Paulston Kolbach

Paulston Kolbach
 1000 S. Woodlawn Dr., Ste. 100
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Client: Paulston Kolbach

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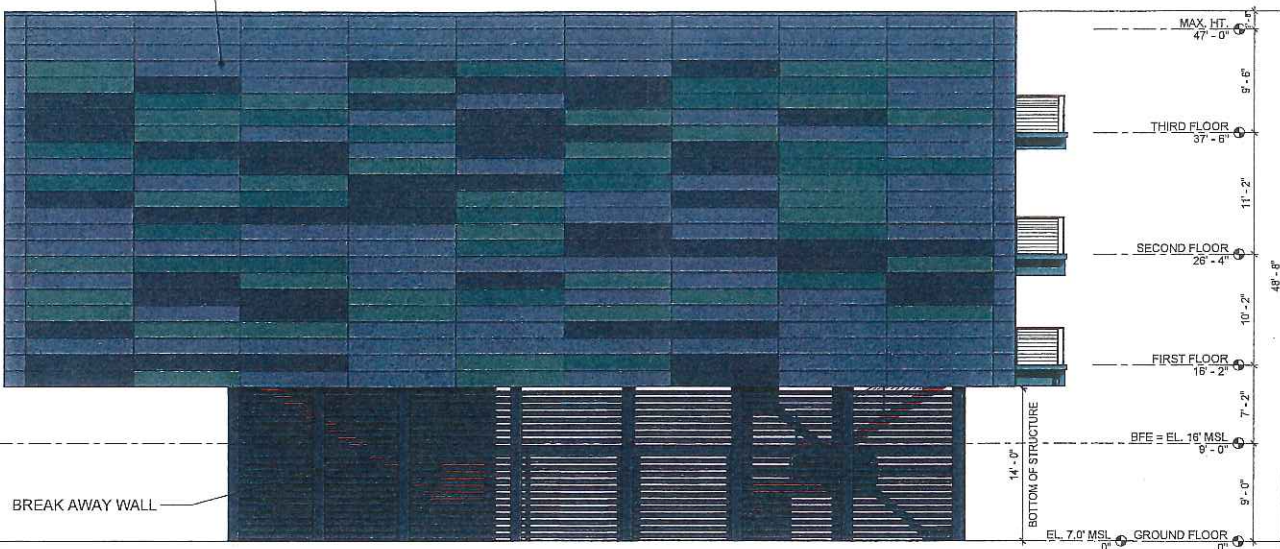
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Client: Paulston Kolbach

FIBER CEMENT
PANELS - NICHHA
ILLUMINATIONS -
AWP 3030



BREAK AWAY WALL

1 EAST ELEVATION
1/8" = 1'-0"

MARLI
RESTAURANT
& STORE

1800 S. Woodrow Ave.
Birmingham, AL 35207

Owner:
PALMER INDUSTRIAL
CORPORATION
1800 S. Woodrow Ave.
Birmingham, AL 35207

Architect of Record:

SGA
ARCHITECTURE

1700 North
1800 S. Woodrow Ave., Ste.
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

Civil/Structural Engineer:

ETS
ENGINEERING & TECHNOLOGY
1800 S. Woodrow Ave., Ste.
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

MEP Engineer:

Chastain Engineering
1800 S. Woodrow Ave., Ste.
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

Interior Designer:

Red
1800 S. Woodrow Ave., Ste.
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

SEAL OF SOUTH CAROLINA
SEALED
1800 S. Woodrow Ave., Ste.
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

NOT FOR CONSTRUCTION
1800 S. Woodrow Ave., Ste.
Birmingham, AL 35207
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Fax: 205.333.1112

Issued for the architect
1800 S. Woodrow Ave., Ste.
Birmingham, AL 35207
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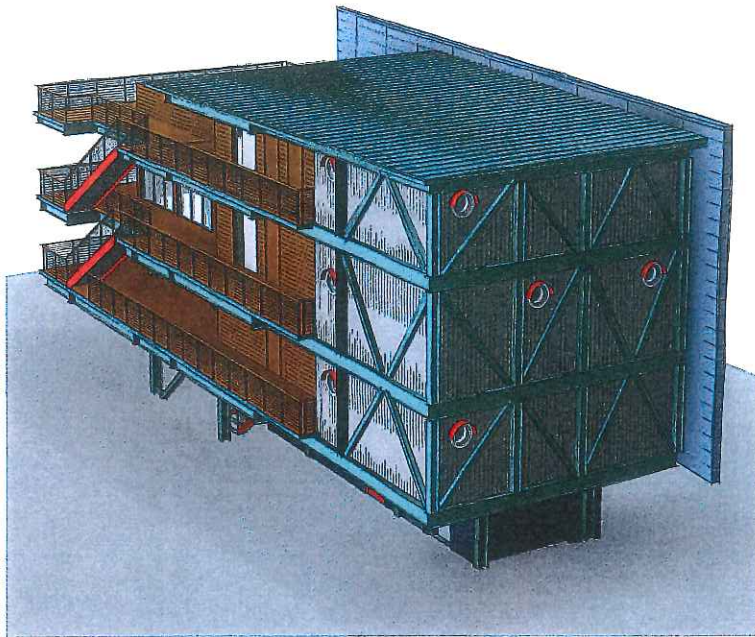
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EAST ELEVATION

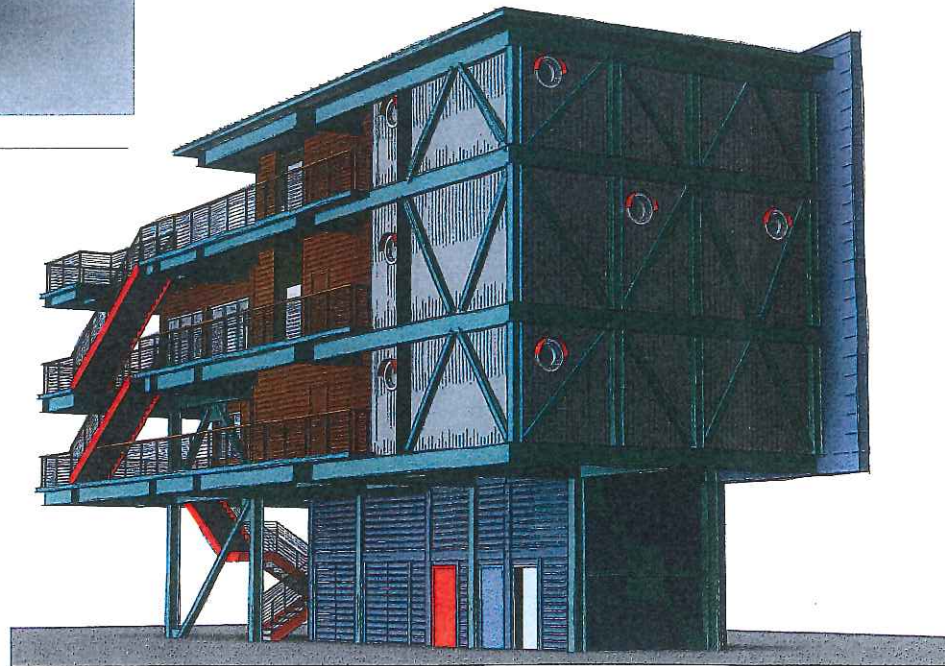
A202



A203



2 SW CORNER HIGH



1 SW CORNER LOW

MARL RESTAU.
& STORE

1000 S. Worcester St.
Riverside, CA 92507

Owner:
PALMISTO ACQUISITION
1000 S. Worcester St.
Riverside, CA 92507

Architect/Engineer:



Charlotte
1000 S. Worcester St.
Riverside, CA 92507

On-Site/General Contractor:



Charlotte
1000 S. Worcester St.
Riverside, CA 92507

Structural Engineer:



Charlotte
1000 S. Worcester St.
Riverside, CA 92507

Steel Erection:



J.R. Jones & Associates, Inc.
1000 S. Worcester St.
Riverside, CA 92507

Architectural Rendering:



Architectural Rendering
1000 S. Worcester St.
Riverside, CA 92507

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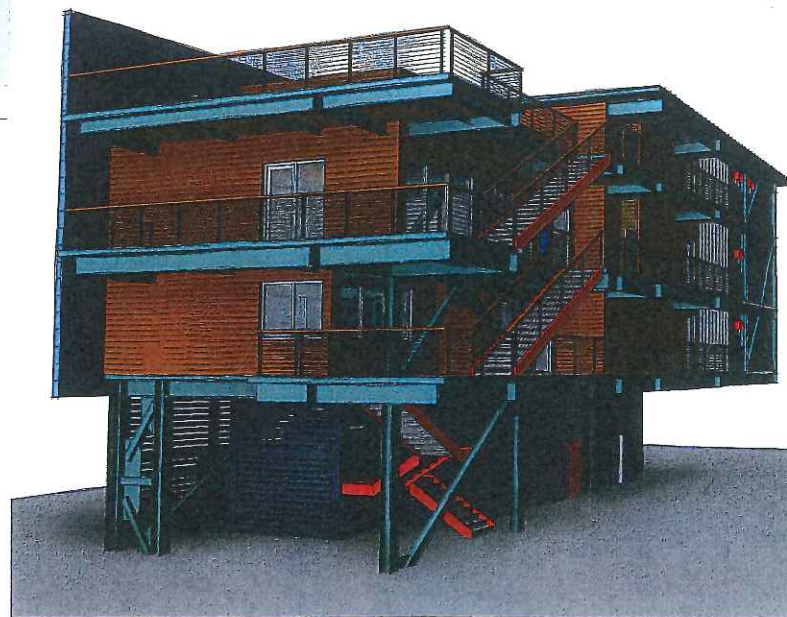
Architectural Rendering:



Architectural Rendering
1000 S. Worcester St.
Riverside, CA 92507

RENDERINGS

A210



MARLB
RESTAUR
& STORE

15062, Wardlaw Dr.
Marilyn, NC 27555

Owner:
PALMETO INDUSTRIAL
DEVELOPMENT
15063. Westchester Dr.
Murrellsville, NC 27555

Author of *Barrow* is

SGA
ARCHITECTURE

Chalchoten
264 Spring Street, Rm. 379
Chalchoten, MO 27603
(704) 875-2222
www.USAACI.com

City/General Council:

ETS
ENGINEERING AND SURVEYING
CORPORATION, INC.
REGISTERED ENGINEERS
25 Galloway Lane
P.O. Box 2500
Pawnee, Iowa, U.S.A. 52059
Phone: (319) 338-2200
Telex: 250000 ETS INC

MEP Consulting:

Charleston Engineer's
1218 Magnolia St.
Charleston, SC 29402
803-734-4352
President of Planning & Design

Feedback:



Dyer, Fierly & Associates, Inc.
1100 Queenborough Blvd., A
Mt. Pleasant, SC 29464

[illegible]

Job Number:	10-1
Drawn by:	As
Checked by:	On
Ex-1000	

RENDERINGS

A211

HOWELL V. BELLAMY, JR.
EDWARD B. BOWERS, JR.*
BRADLEY D. KING
M. EDWIN HINDS, JR.
DAVID J. GUNDLING**
DAVID B. MILLER+
C. WINFIELD JOHNSON, III
DOUGLAS M. ZAYICEK
MARTIN C. DAWSEY*
ROBERT S. SHELTON+
HOWELL V. BELLAMY, III

* LLM TAXATION
** LICENSED IN SC & NC
+ CERTIFIED MEDIATOR
++ CERTIFIED ARBITRATOR



THE BELLAMY LAW FIRM

OFFICES IN MYRTLE BEACH & PAWLEYS ISLAND

WWW.BELLAMYLAW.COM

ASHLEY P. MORRISON
GEORGE W. REDMAN, III* ** ++
BENJAMIN A. BAROODY* **
PHILLIP H. ALBERGOTTI* **
HAYES K. STANTON* **
KARA J. KEITH**
HOLLY M. LUSK
LAUREN BREARLEY BENTON
JON CRAIG HOWELL, JR.
JAMES C. SPEARS, III*

RETIRED:
JOHN K. RUTENBERG (1939-2012)
JOHN E. COPELAND
CLAUDE M. EPPS, JR.
DAVID R. GRAVELY
JILL F. GRIFFITH

1000 29TH AVENUE NORTH • P.O. BOX 357 • MYRTLE BEACH, SC 29578
TELEPHONE (843) 448-2400 • FACSIMILE (843) 448-3022

Writer's Direct Dial: 843-916-7160
Email: GRedman@BellamyLaw.com

October 18, 2018

Georgetown County Planning Commission
129 Screven Street
Georgetown, SC 29440

Georgetown County Council
716 Prince Street
Georgetown, SC 29440

Re: Constitutional Notice

Dear Sirs and Madams:

I understand the Georgetown County Planning Commission is scheduled to consider the request of Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store and Restaurant (the "PUD Amendment") on October 18, 2018. Please accept this letter in order to preserve the rights of my client The Gulfstream Café, Inc. ("Gulfstream") in connection with property they own at 1536 S. Waccamaw Drive, Murrells Inlet, SC 29576 located within the Marlin Quay Planned Development.

Approval of the PUD Amendment would be unconstitutional in that it would unreasonably impair and destroy Gulfstream's property and easement rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971, Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. Gulfstream has vested rights in the current PUD and Gulfstream's perpetual easement, and the approval of the PUD Amendment would deprive Gulfstream of these vested rights.

Approval of the PUD Amendment would also be unconstitutional, illegal, null and void, constituting a taking of Gulfstream's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section III, and Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States, by denying Gulfstream an economically viable use of its land while not substantially advancing legitimate state interests.

Approval of the PUD Amendment would constitute an unreasonable and extreme hardship upon Gulfstream, without remotely advancing the public health, safety and welfare and would constitute an arbitrary and capricious act by the Georgetown County Council without any rational basis therefor, constituting an abuse of discretion in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971, Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

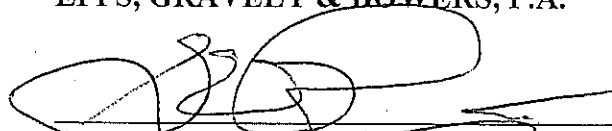
Approval of the PUD Amendment by the Georgetown County Council would also violate Gulfstream's rights under the First Amendment to the Constitution of the United States and would unconstitutionally discriminate, in an arbitrary, capricious and unreasonable manner, between Gulfstream, and owners of other similarly situated properties in Georgetown County in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

In addition, this letter constitutes Gulfstream's formal written notice to Georgetown County, pursuant to applicable law, that Gulfstream plans to seek and recover all damages that it sustains or suffers as a result of the approval of the PUD Amendment. Such damages may include, but are not necessarily limited to, damages related to diminution of value of Gulfstream's Property, attorneys' fees and expenses of litigation.

With kindest regards, we are

Yours truly,

**BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.**



George W. Redman, III

GWR:kel
cc: Client

Item Number: 16.a
Meeting Date: 11/13/2018
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 28th 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 17th and September 24th. 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

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

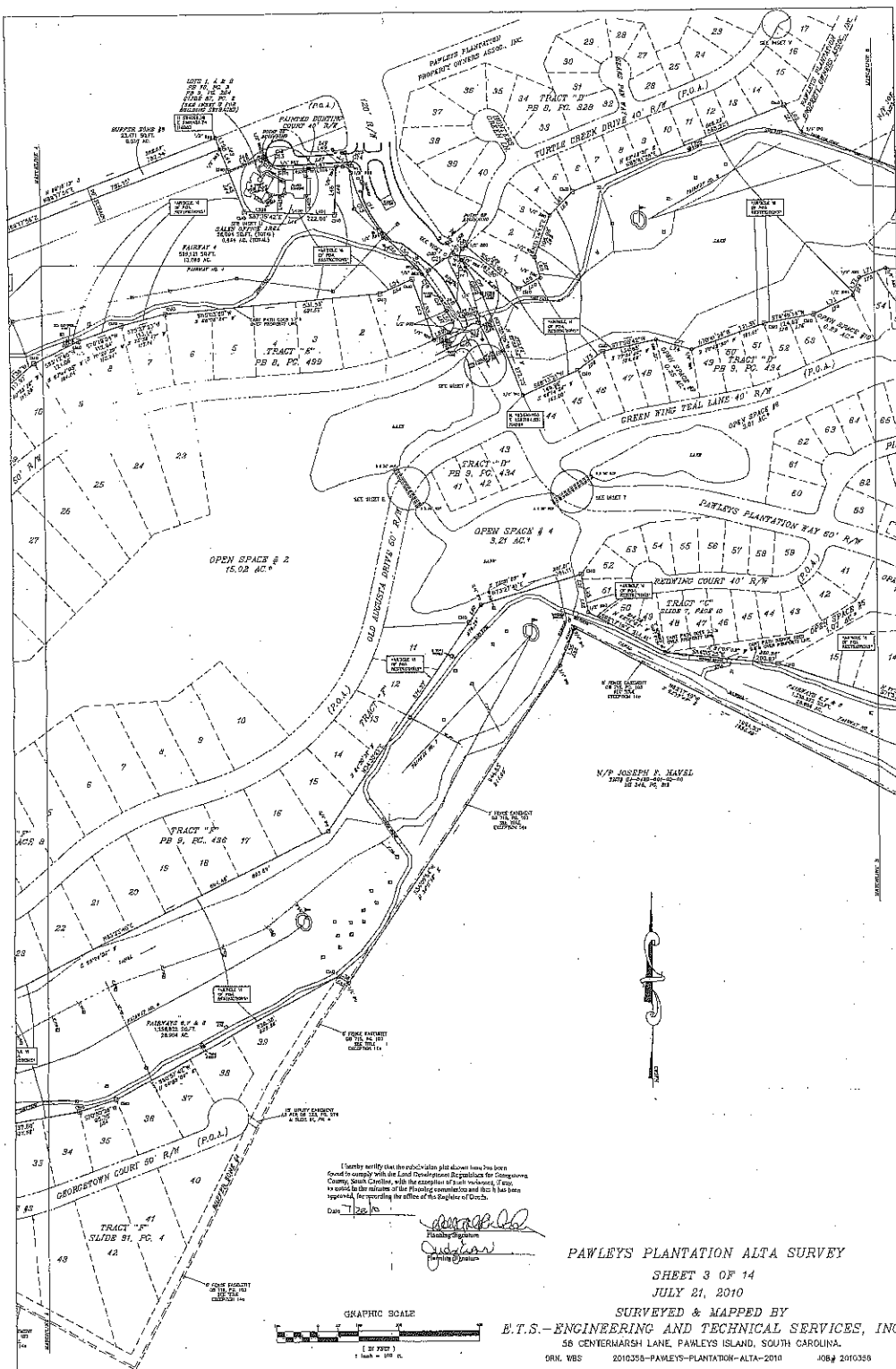
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

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.



PAWLEYS PLANTATION ALTA SURVEY

SHEET 3 OF 14

JULY 21, 2010

SURVEYED & MAPPED BY

E.T.S.-ENGINEERING AND TECHNICAL SERVICES, INC.

56 CENTERHARSH LANE, PAWLEYS ISLAND, SOUTH CAROLINA.

DRK. WBS 2010358-PAWLEYS-PLANTATION-ALTA-2010 JOB# 2010358



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

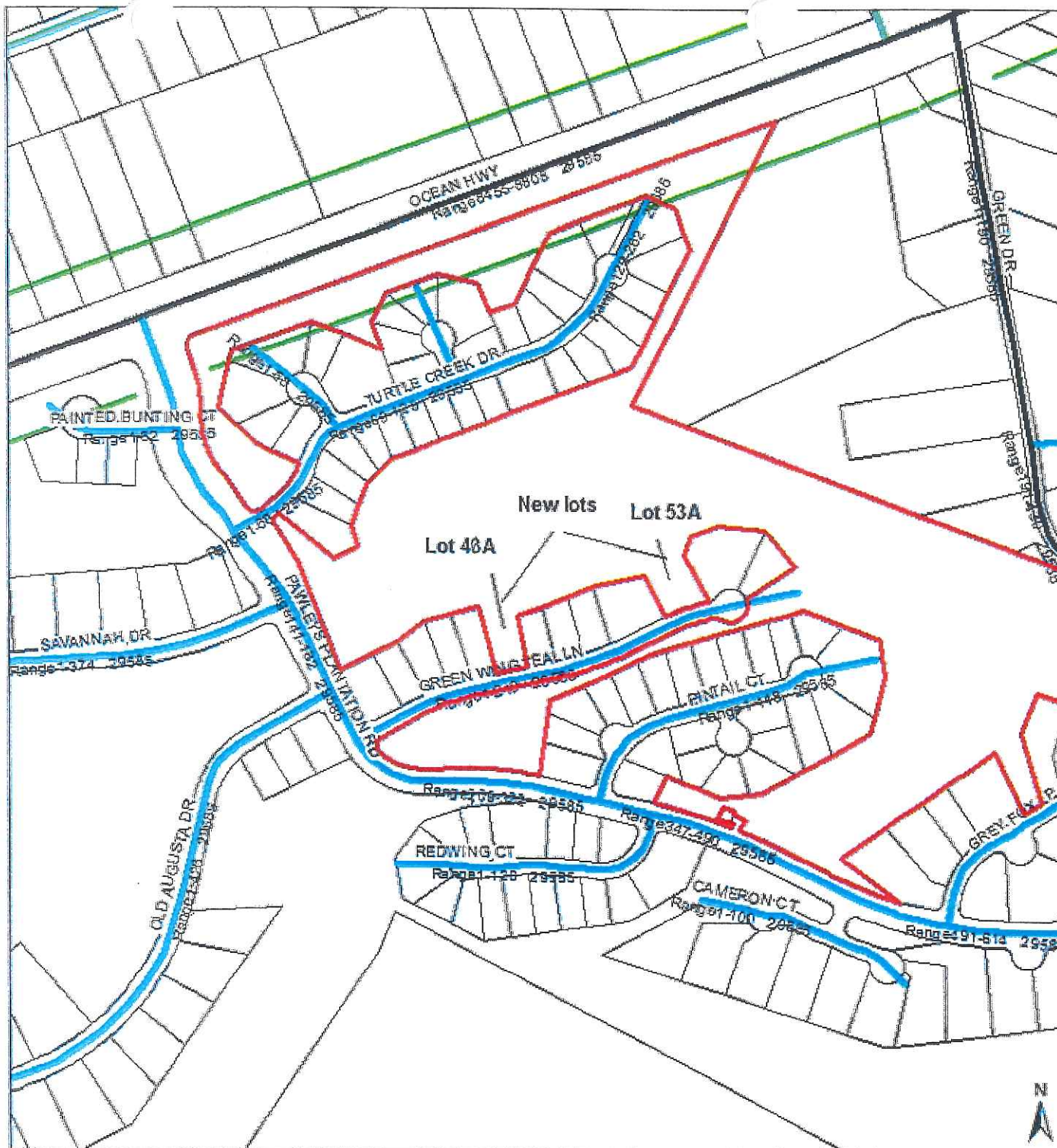
Lot Lines

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 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

Tiffany Coleman

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.

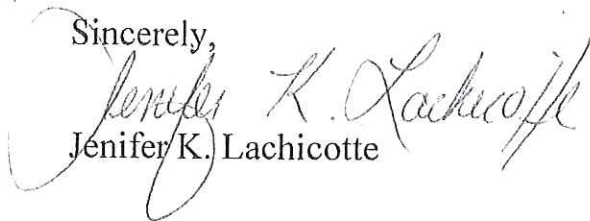
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 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 or 843-240-9060.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is written in dark ink and is positioned above the printed 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

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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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.**

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2/8/2016
GEORGETOWN

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.









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

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)

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ATTORNEY AT LAW

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December 12, 2017
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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.

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

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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 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).

(Perthiawing)
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.







