

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

June 14, 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 - May 22, 2018**
- 6. CONSENT AGENDA**
 - 6.a Ordinance No. 2018-14 - To rezone a one-half acre parcel located on Tupelo Road, 200 feet west of Berkeley Court in Murrells Inlet from Forest and Agriculture (FA) to One-half Acre Residential (R1/2 AC) - Third Reading.**
 - 6.b Ordinance No. 2018-15 - To rezone 8.5 acres located on Martin Luther King Road approximately 1500 feet west of Petigru Drive in Pawleys Island from One-half Acre Residential (R1/2 AC) to 10,000 Square Feet Residential (R-10) - Third reading.**
 - 6.c Bid # 18-030, Clothing and Fabric Recycling Services**
 - 6.d Bid #18-034, Sale of Scrap Metal**
 - 6.e Bid # 16-098 Change Order / User Fee Engineered Comprehensive Roadway Improvements, for completion of access road work at Big Dam Swamp Community Fire Station**
 - 6.f 911 Consoles/Equip Maintenance/Service Contract for 2018**
 - 6.g Bid #18-005, Petigru Road Improvement Project**
 - 6.h Bid #18-040, Apron Expansion Phase IV, Georgetown County Airport**

7. PUBLIC HEARINGS

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

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

9. RESOLUTIONS / PROCLAMATIONS

- 9.a Proclamation No. 2018-17 - To Proclaim June 24 - 30, 2018 as "Mosquito Control Awareness Week" in Georgetown County**
- 9.b Resolution No. 2018-18 - To Support submission of an application to the South Carolina Department of Transportation (SCDOT) seeking Mass Transit Funding**

10. THIRD READING OF ORDINANCES

11. SECOND READING OF ORDINANCES

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

12. FIRST READING OF ORDINANCES

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

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. - Deferred pending internal review by County Attorney.**
- 16.b ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN,**

**INC. WITH RESPECT TO CERTAIN ECONOMIC
DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY
SUCH PROPERTY WILL BE SUBJECT TO CERTAIN
PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS
RELATED THERETO.**

**16.c ORDINANCE NO. 2018-08 - AN ORDINANCE OF
GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN
AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY
INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN
COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY,
SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE
FOREGOING.**

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

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

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 6/14/2018
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - May 22, 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 - 5/22/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, May 22, 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. An invocation was given by Councilmember Ron Charlton, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Ron Charlton moved for approval of the meeting agenda. Councilmember Steve Goggans seconded the motion. Upon a call for discussion on the motion from Chairman Johnny Morant, there was none.

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

PUBLIC COMMENTS:

Richard Faulk

Mr. Faulk, Chairman of the Midway Fire-Rescue Board, began his comments by expressing appreciation to Council Chairman Johnny Morant for his many years of service to the citizens of Georgetown County. Also, Mr. Faulk voiced concerns regarding the need to increase the number of emergency medical service (EMS) personnel authorized for Midway Fire-Rescue (MFR). He said there has been a drastic increase in calls for service in Fire District 2, and although this need has been met by paying overtime wages to existing personnel, it has negatively impacted the MFR Budget. The population, and aging community, is continually increasing in this area of the County, which is presenting a crisis that requires the addition of EMS personnel.

Sam Livingston

Mr. Livingston voiced opposition to the proposal to rezone a 948 acre tract on Penny Royal Road to Heavy Industrial (Ordinance No. 2017-19). He said two of the top three industries releasing harmful chemicals in the air are currently located on the Penny Royal Road corridor. He said "buffers" cannot protect the area residents from things such as noise, pollutants that deteriorate the air and human organs, and the devaluation of their property. He questioned if members of County Council would be more concerned with this matter if the proposed industry was locating in their own neighborhood. A vote to rezone this property will be a vote in favor of destroying the County.

Eileen Johnson

Ms. Johnson voiced opposition to the proposed rezoning of 948 acres on Penny Royal Road (Ordinance No. 2017-19). She said recent surveys regarding this matter indicate that most people are in opposition to it. Ms. Johnson said when residents of the Waccamaw Neck were opposed to “big box” stores, everybody supported them. County Council has unanimously taken a position to protect the ocean from the detriments of off-shore drilling; however, requests to protect the County’s rivers have been ignored. She asked if the lives of Penny Royal residents were less important than those who live on the Waccamaw Neck. Ms. Johnson stated that the county budget is in a shortfall, and asked how spending money on due diligence to market this property can be justified, when other industrial sites are available within the County.

Amelia Thompson

Ms. Thompson spoke in opposition of rezoning 948 acres of property on Penny Road to Heavy Industrial (Ordinance No. 2017-19) on behalf of the SC River Keepers, Coastal Conservation League, and Sierra Club. She said from a legal perspective the rezoning of this property is premature. The County’s Code requires careful study and comparison surveys, which have not been done. Additionally the county code that talks against heavy industrial development on tidal rivers, such as the Sampit River, which is not capable of self-purification. Moving forward with this project could subject the County to legal ramifications.

Rev. Sandra Ladson

Rev. Ladson voiced opposition to rezoning 948 acres on Penny Royal Road to Heavy Industrial (Ordinance No. 2017-19). Rev. Ladson asked individuals attending the meeting who were opposed to rezoning this property to stand to their feet. She pointed out that the large group of individuals represented not only the Penny Royal community, but came from all areas across the county, including the City of Georgetown, Pawleys Island, the Plantersville Community, and others. She urged Council members to defend the mission of this County that they swore to uphold, and act in a manner to restore the trust of the citizens they serve. She urged all Council members to vote ‘no’, and deny the rezoning of this property.

Marvin Neal

Mr. Neal, President of the NAACP local chapter, spoke in opposition of the proposed rezoning of property on Penny Royal Road to Heavy Industrial (Ordinance No. 2017-19). He said County Council should not approve this request, as doing so would poison the poor rural community. Mr. Neal said he attended the Land Use Committee meeting and watched the political sabotage by three council members who voted to rezone this property to heavy industrial, where they do not live and have no interest. Councilmember Everett Carolina, who lives in and represents this Council District, had the odds stacked against him. All citizens should realize that what goes into the Sampit River affects all other rivers in the County. He questioned how County Council could vote to oppose off shore drilling, but not to protect the County’s rivers. Mr. Neal urged County Council to vote in the best interest of all citizens on this matter, and not for the sake of politics.

MINUTES:

Regular Council Session – May 8, 2018

Councilmember Ron Charlton made a motion to approve the minutes of the May 8, 2018 meeting. Councilmember Austin Beard seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

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

Procurement #18-029 (FY18 CERP County Fire/EMS), 2018 Dodge Ram 2500 Crew 4x4 – County Council authorized the issuance of a purchase order to Performance Automotive of Clinton, NC in the amount of \$54,451.00 for (1) 2018 Dodge Ram 2500 Crew 4x4 including upfit/accessory pricing from Dana Safety Supply. The County will be responsible for paying the \$500 Infrastructure Maintenance Fee.

PUBLIC HEARINGS:

Ordinance No. 2018-06

County Council held a public hearing on Ordinance No. 2018-06, an Ordinance to amend Ordinance No. 2015-27 authorizing certain Economic Development Incentives for the Black Family Limited Partnership, MPW Inc., and Other Affiliations Including Entering into a Fee in Lieu of Property Tax Agreement for the Project, and Other Related Matters, between Georgetown County, South Carolina, and MPW. There were no public comments regarding Ordinance No. 2018-06, and Chairman Johnny Morant ordered the public hearing closed.

Ordinance No 2018-13

A public hearing was held on Ordinance No. 2018-13 authorizing a property lease agreement with The Career Resource Center for use of space within the North Santee Community Center building located at 1484 Mount Zion Avenue, Georgetown, South Carolina (included in TMS# 01-0451-122-00-00). No person came forward to speak in favor, or against, Ordinance No. 2018-13, and Chairman Johnny Morant closed the public hearing.

ORDINANCES-Third Reading

Ordinance No. 2017-19

Ordinance No. 2017-19 was previously referred to the Land Use Committee of County Council. Committee Chairman Austin Beard stated that the Committee's most recent meeting was held on May 10, 2018, with all Committee members in attendance. A summary and recap of activity since the previous meeting (October 26, 2017) was provided by Brian Tucker, Economic Development Director. The Land Use Committee, by a vote of three in favor, and one opposed, voted to recommend that County Council proceed in approving Ordinance No. 2017-19 with the addition of language to increase property buffers and the exclusion of certain specified industries.

Councilmember Everett Carolina stated that although he is the elected representative of Council District 3, he is an ambassador for all Georgetown County residents. He stated that he had listened to the people on this matter, and for a variety of reasons could not support moving forward with rezoning this property. The Planning Commission, appointed by County Council to advise it on zoning matters, voted unanimously to recommend against it. There are historical/archeological issues, traffic issues, and the project will de-value neighboring properties. The cost of the property to the County is overpriced, and the amount of buildable area is questionable, when other areas of the County, such as Andrews, could benefit from this

industrial development. He state that all costs are too high, and it is the taxpayers who are “on the hook”.

Councilmember John Thomas moved for third reading of Ordinance No. 2017-19, an amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along Pennyroyal Road and the Sampit River, further identified as TMS #01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI). Councilmember Austin Beard seconded the motion. Chairman Johnny Morant called for discussion on the motion.

Councilmember John Thomas moved to amend Ordinance No. 2017-19 to incorporate amended language as proposed by the Land Use Committee regarding the increase of property buffers and language to exclude certain industries as specified. Councilmember Steve Goggans offered a second on the amended motion. Chairman Morant called for discussion on the amended motion, and there was none.

In favor:	Austin Beard	Johnny Morant
	Steve Goggans	John Thomas
	Lillie Jean Johnson	

Opposed:	Ron Charlton	Everett Carolina
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The vote on the main motion was as follows:

In favor:	Austin Beard	Johnny Morant
	Steve Goggans	John Thomas
	Lillie Jean Johnson	

Opposed:	Ron Charlton	Everett Carolina
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Ordinance No. 2018-06

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 2018-06, an Ordinance to amend Ordinance No. 2015-27 authorizing Certain Economic Development Incentives for Black Family Limited Partnership, MPW Inc., and Other Affiliations Including Entering into a Fee in Lieu of Property Tax Agreement for the Project, and Other Related Matters, between Georgetown County, South Carolina, and MPW. Councilmember Austin Beard seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

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

Ordinance No. 2018-13

Prior to discussion and voting on Ordinance No. 2018-13, Councilmember Everett Carolina disclosed a potential conflict of interest and requested to be recused from participation in the matter.

Councilmember Lillie Jean Johnson moved for third reading approval of Ordinance No 2018-13, Ordinance authorizing a Property Lease Agreement with The Career Resource Center for use of space within the North Santee Community Center building located at 1484 Mount Zion Avenue,

Georgetown, South Carolina (included within TMS# 01-0451-122-00-00). The motion was seconded by Councilmember Ron Charlton. Chairman Johnny Morant called for discussion on the motion.

Councilmember Lillie Jean Johnson moved to amend Ordinance No. 2018-13 to include amended language to correct various scriveners' errors within the ordinance and lease, as well as other recommendations made by the County Attorney. Councilmember Ron Charlton seconded the motion. No discussion followed the amended motion.

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

Absent: Everett Carolina

The note on the main motion was as follows:

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

Absent: Everett Carolina

ORDINANCES-Second Reading:

Ordinance No. 2018-14

Councilmember John Thomas moved for second reading approval of Ordinance No. 2018-14, an ordinance to rezone a one-half acre parcel located on Tupelo Road, 200 feet west of Berkeley Court in Murrells Inlet from Forest and Agriculture (FA) to One-half Acre Residential (R1/2 AC). Councilmember Steve Goggans seconded the motion. Upon a call for discussion on the motion from Chairman Johnny Morant, there was none.

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

Ordinance No. 2018-15

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 2018-15 to rezone 8.5 acres located on Martin Luther King Road approximately 1500 feet west of Petigru Drive in Pawleys Island from One-half Acre Residential (R1/2 AC) to 10,000 Square Feet Residential (R-10). Councilmember John Thomas seconded the motion. There was no discussion following the motion.

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

ORDINANCES-First Reading:

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

BIDS:

No reports.

REPORTS TO COUNCIL:

Federal Opportunity Zone Designation

Georgetown County Economic Development Director, Brian Tucker presented an informational report pertaining to the designation of Federal Opportunity Zones. The Governor has ratified the first phase of this program in South Carolina, which will provide substantial incentives and benefits to investors for putting their capital to work in designated low-income communities.

DEFERRED:

Ordinance No. 2017-23

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

Ordinance No. 2018-07

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

Ordinance No. 2018-08

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

Ordinance No. 2018-09

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

Ordinance No. 2018-12

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

Ordinance No. 2018-16

County Council deferred action on Ordinance No. 2018-16, an Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina.

EXECUTIVE SESSION:

No reports.

Chairman Morant called for further business to come before County Council. Hearing none, Councilmember Ron Charlton moved to adjourn the meeting, and the motion was seconded by Councilmember Steve Goggans. The meeting adjourned at 6:55 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

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

On February 28, 2018, Everette Brown, Jr. filed a request to rezone approximately One-half (.5) acre of TMS 41-0404-011-18-00 from Forest Agriculture (FA) to One-Half Acre Residential (R1/2 Ac). The property is located on Tupelo Road approximately 200 feet west of Berkeley Court in Murrells Inlet. Portion of TMS 41-0404-011-18-00. Case Number REZ 3-18-20141.

CURRENT STATUS:

The existing parcel is 1.67 acres and is zoned Forest Agriculture (FA).

POINTS TO CONSIDER:

1. The applicant is proposing to subdivide half an acre from his 1.67 acre tract in order to build a single family structure.
2. Adjacent zoning districts are Forest and Agriculture and One-half Acre Residential.
3. The newly subdivided parcel will have frontage on Tupelo Road.
4. The Future Land Use map designates this parcel as Low Density Residential and supports this request.
5. Staff recommended approval for the proposed rezoning from FA to R1/2 AC.
6. The Planning Commission held a public hearing on this issue at their April 19th meeting. No one spoke at the hearing. The PC recommended approval for the rezoning by a vote of 6 to 0.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description

Type

- | | | |
|---|--|-----------------|
| ▢ | Ordinance No. 2018-14 To rezone property on
Tupelo Road | Ordinance |
| ▢ | E Brown attachments | Backup Material |

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) **ORDINANCE NO. 2018-14**

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING A PORTION OF TMS NUMBER 41-0404-011-18-00 LOCATED ON TUPELO ROAD APPROXIMATELY 200 FEET WEST OF BERKELEY COURT IN MURRELLS INLET FROM FOREST AND AGRICULTURE (FA) TO ONE-HALF ACRE RESIDENTIAL (R½AC).

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 A PORTION OF TMS NUMBER 41-0404-011-18-00, LOCATED ON TUPELO ROAD APPROXIMATELY 200 FEET WEST OF BERKELEY COURT IN MURRELLS INLET FROM FOREST AND AGRICULTURE TO ONE-HALF ACRE RESIDENTIAL (R½AC) 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. 2018-14, 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
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: 41-0404-011-18-00

Street Address: TUPELO ROAD

City / State / Zip Code: MURRELLS INLET S.C. 29576

Lot Dimensions/ Lot Area: 0.50 ACRE

Plat Book / Page: _____

Current Zoning Classification: FA

Proposed Zoning Classification: R 1/2

Property Owner of Record:

Name: Everette B Brown Jr.
Address: 5150 Wesley Road
City/ State/ Zip Code: Marrells Inlet SC 29576
Telephone/Fax Numbers: 843-241-0212
E-mail: EBrown22@SC.N.com
Signature of Owner / Date: [Signature] 2/28/18

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: NA
Address: _____
City / State / Zip Code: _____
Telephone/Fax: _____
E-mail: _____
Signature of Agent/ Date: _____
Signature of Property Owner: _____

Contact Information:

Name: Everette Brown
Address: 5150 Wesley Rd Marrells Inlet
Phone / E-mail: 843-241-0212

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.

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.

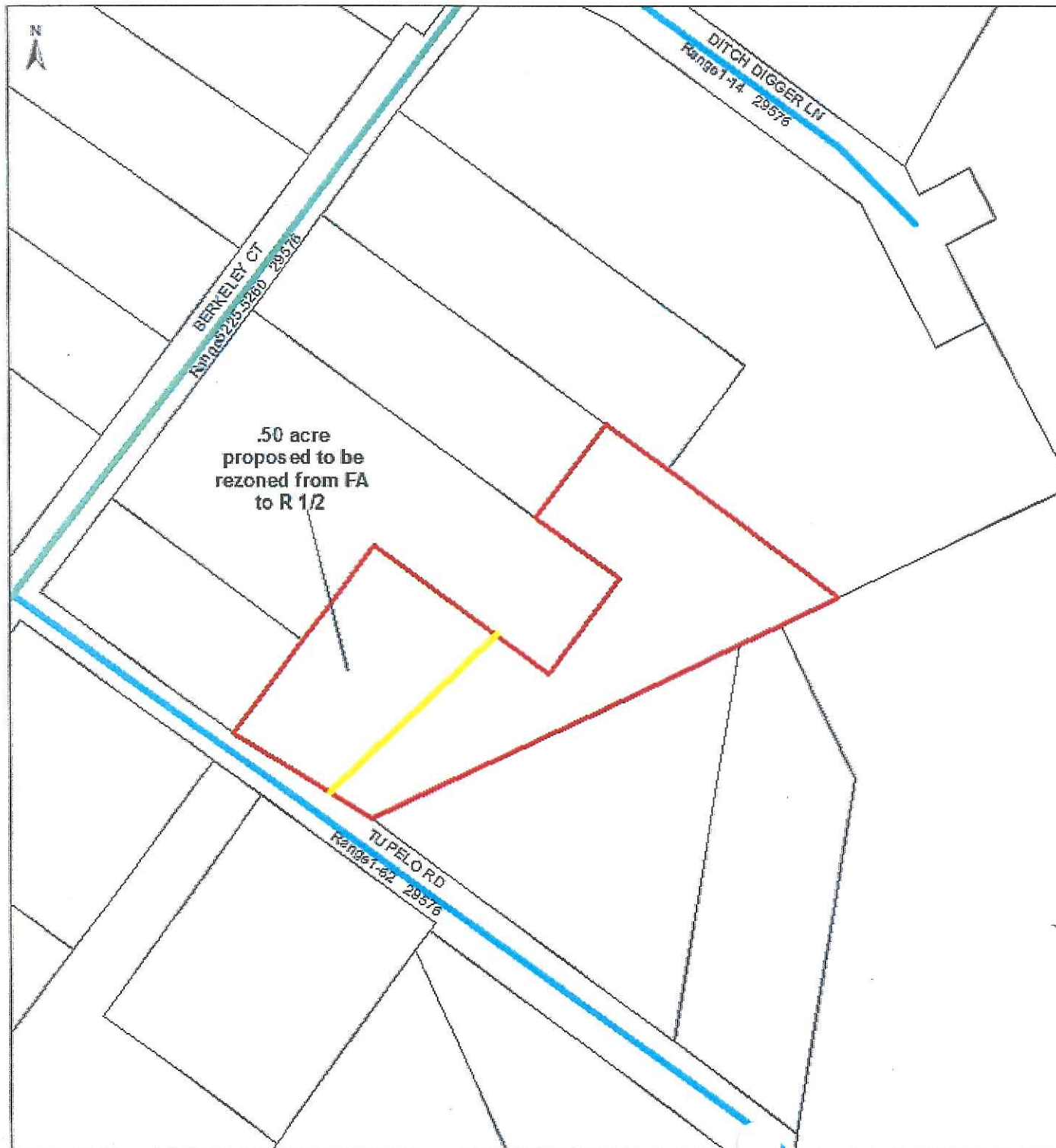
Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

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.

Everette Brown, Jr.
Property Location Map
REZ 3-18-20141



Legend

Streets

— <all other values>

Maintained By

— County

— Private

— State

— Everette Brown, Jr.

— Lot Lines

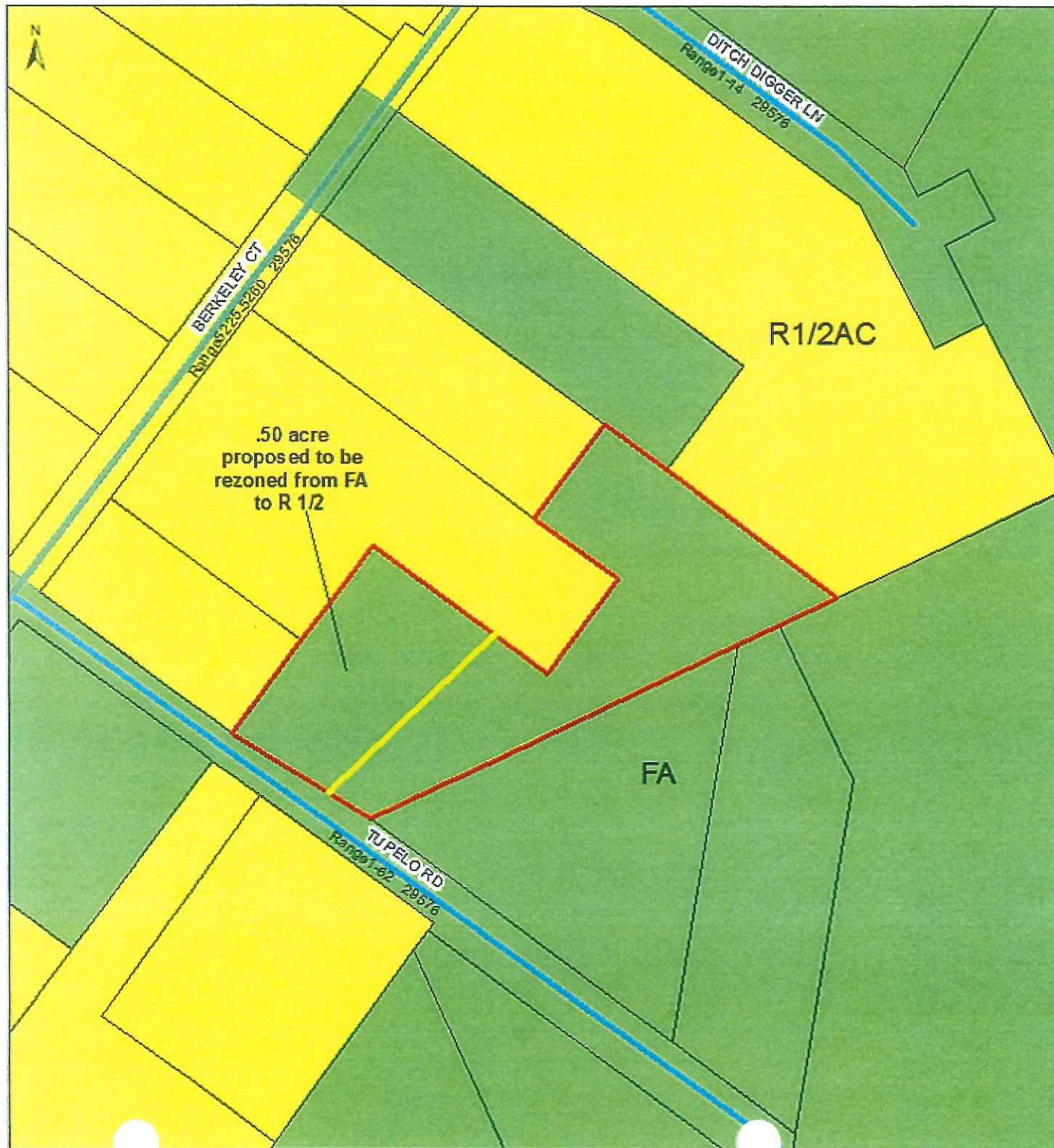
— Railroads

◆ Landmarks

— Municipalities

0 40 80 160 240 320 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.



Everett Brown, Jr. Property Zoning Map REZ 3-18-20141

Legend

Streets

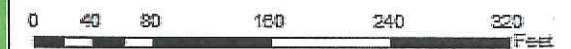
- all other values
- Maintained By
 - County
 - Private
 - State
- Everett Brown, Jr.
- Lot Lines
- Railroads
- Landmarks

Zoning

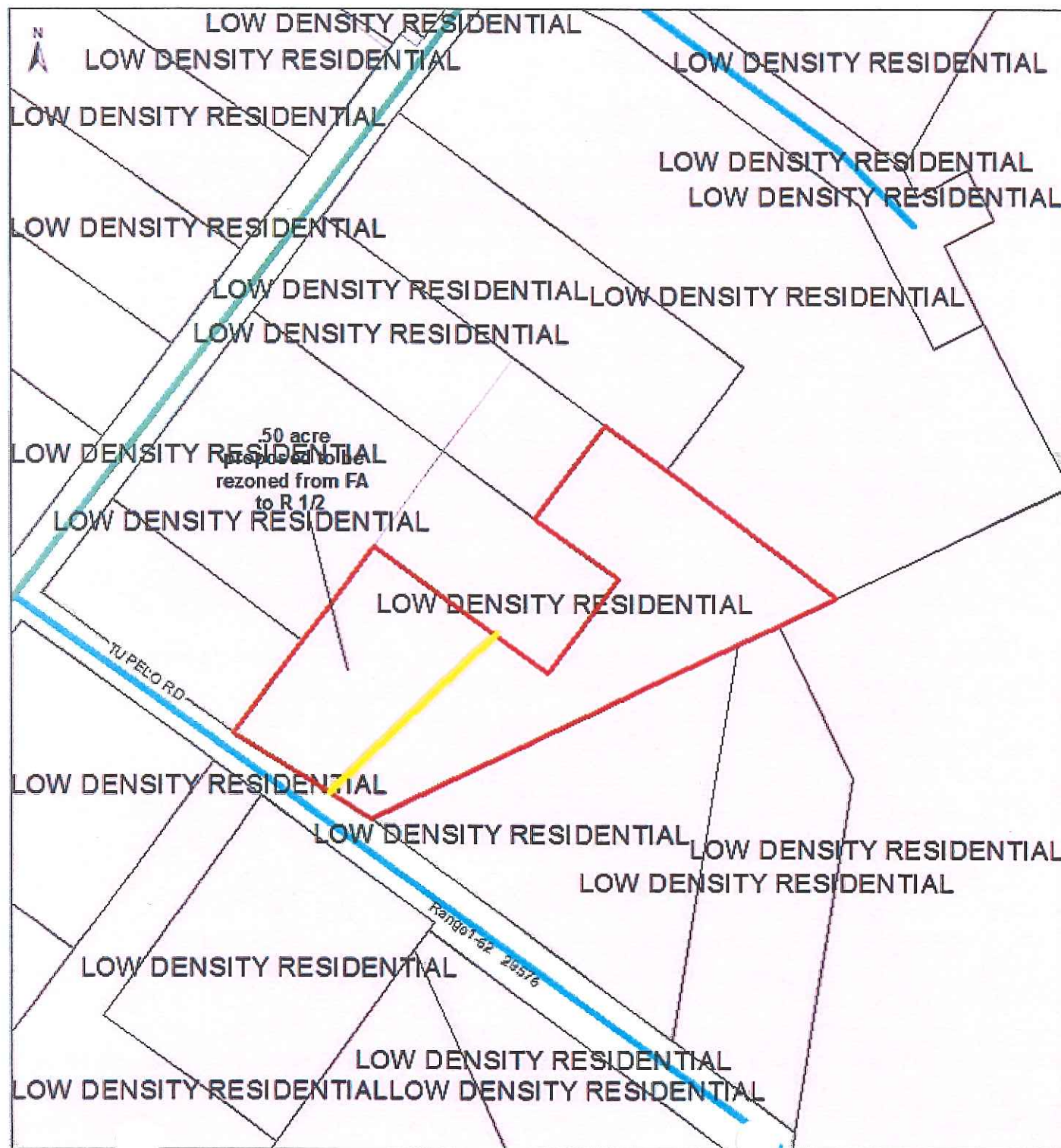
DISTRICT

- CITY OF GEORGETOWN
- CP
- FA
- PAC
- PAC
- GC
- GC
- GC
- HC
- U
- MHP
- VRIC
- NC
- GC
- SA
- PD
- RI
- R1/2AC
- R1C
- R1AC
- R2
- R2/MAG
- R3
- R4
- RC
- RD
- RE
- RE
- RE
- VRIC

Municipalities



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



Everette Brown, Jr. Property FLU Map REZ 3-18-20141

Legend

Streets

— <all other values>

Maintained By

— County

— Private

— State

— Everett Brown, Jr.

— 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 40 80 160 240 320 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.

Everette Brown, Jr.
Property Aerial Map
REZ 3-18-20141

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Everett Brown, Jr.

— Lot Lines

— Railroads

◆ Landmarks

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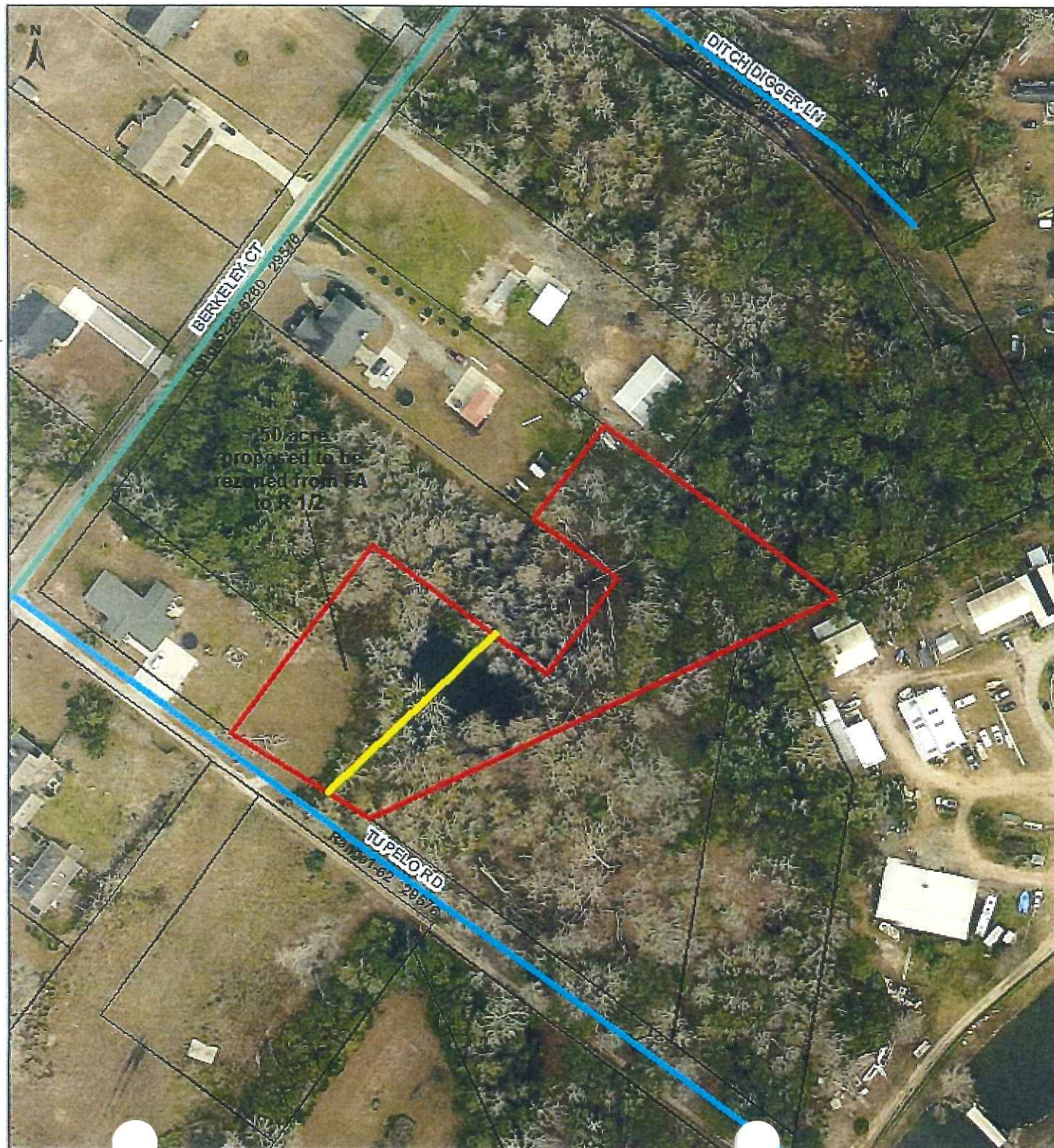
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Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Everette Brown, Jr. to rezone approximately 0.5 acres of TMS 41-0404-011-18-00 from Forest Agriculture (FA) to One-Half Acre Residential (R ½ Ac). The property is located on Tupelo Road approximately 200 feet west of Berkeley Court in Murrells Inlet. Portion of TMS# 41-0404-011-18-00. Case Number REZ 3-18-20141.

The Planning Commission will be reviewing this request on **Thursday, April 19, 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: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

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

On February 27, 2018, Cynthia Murray acting as agent for James Earl Brown filed a request to rezone 8.5 acres from One Half Acre Residential (R ½ Ac) to 10,000 Square Feet Residential (R-10). The property is located on Martin Luther King Road approximately 1,500 feet west of Petigru Drive in Pawleys Island. TMS 04-0413-041-00-00. Case Number REZ 3-18-20144.

CURRENT STATUS:

The existing 8.5 acre tract is vacant.

POINTS TO CONSIDER:

1. The applicant is proposing to rezone the 8.5 acre tract from half acre lots to 10,000 square foot lots in order to provide more suitable lot sizes to accommodate the increase of residents seeking to live in the Pawleys Island area.
2. If this rezoning is approved, any subdivision of this property must comply with the R-10 zoning district requirements. The R-10 district allows for single family dwellings. Mobile homes are not allowed in R-10. This property is adjacent to Martin Luther King Road and Maintenance Drive. Maintenance Drive is a private right of way; therefore, at this time sole access to this property will be from Martin Luther King Road.
3. The intent of the R-10 zoning district is to provide areas for single family development, low to moderate density, to discourage the encroachment of commercial, industrial or other uses capable of adversely affecting the residential character and to preserve the architectural character and deed restrictions of established neighborhoods.
4. Adjacent properties to the east are zoned One-Half Acre Residential. Both 10,000 Square Feet Residential (MR-10) and General Residential (GR) zoning districts are located to the south and the River Club PD is located south of the proposed rezoning. Storage and an access road for the River Club PD is located to the west of the tract. Lots in the River Club PD are comparable to the R-10 zoning.
5. The Future Land Use Map designates this parcel as Medium Density Residential and supports this request.
6. Staff recommended approval of the proposed rezoning from One-Half Acre Residential (R1/2 AC) to 10,000 Square Feet Residential (R-10).
7. The Planning Commission held a public hearing on this issue at their April 19th meeting.

Two residents from the adjacent River Club subdivision addressed the Commission with concerns about flooding, and increased traffic in the area. The Commission voted 7 to 0 recommend approval as recommended by staff. The Commission also requested that staff inform the owner that preliminary stormwater information be submitted prior to review by the PC for the subdivision.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▣	Ordinance No 2018-15 To Rezone 8.5 acres on Martin Luther King Road	Ordinance
▣	j brown attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-15

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 04-0413-041-00-00 LOCATED ON MARTIN LUTHER KING ROAD APPROXIMATELY 1,500 FEET WEST OF PETIGRU DRIVE IN PAWLEYS ISLAND FROM ONE-HALF ACRE RESIDENTIAL (R $\frac{1}{2}$ AC) TO 10,000 SQUARE FEET RESIDENTIAL (R-10).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 04-0413-041-00-00, LOCATED ON MARTIN LUTHER KING ROAD APPROXIMATELY 1,500 FEET WEST OF PETIGRU DRIVE IN PAWLEYS ISLAND FROM ONE-HALF ACRE RESIDENTIAL (R $\frac{1}{2}$ AC) TO 10,000 SQUARE FEET RESIDENTIAL (R-10) 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. 2018-15 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 area requesting the change to:

Tax Map (TMS) Number: 04-0413—041-00-00

Street Address: 980 MARTIN LUTHER KING ROAD

City / State / Zip Code: PAWLEYS ISLAND, SC 29585

Lot Dimensions/ Lot Area: 8.5 ACRES

Plat Book / Page: 786/231

Current Zoning Classification: R-1/2 ACRE

Proposed Zoning Classification: R-10 OR GR

*See
email 3/5/18
JB*

Property Owner of Record:

Name: JAMES EARL BROWN


Address P. O. BOX 1311

City/ State/ Zip Code: PAWLEYS ISLAND, SC 29585

Telephone/Fax Numbers: (843) 461-6753

E-mail: brojames3@gmail.com

Signature of Owner / Date:

 2-27-18

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: CYNTHIA L. MURRAY

Address: P. O. BOX 1325


City / State / Zip Code: PAWLEYS ISLAND, SC 29585

Telephone/Fax: (843) 240-3223 F: (843)-237-0162

E-mail: cmurray29585@aol.com

Signature of Agent/ Date: _____

Signature of Property Owner:



Contact Information:

Name: CYNTHIA L. MURRAY

Address: P. O. BOX 1325, PAWLEYS ISLAND, SC 29585

Phone / E-mail: (843) 240-3223/ cmurray29585@aol.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.

Rezoning would provide more buildable lot sizes to accommodate the high
influx of new residents seeking home sites in the Pawleys Island Area.

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
-----------------------	----------

Text Amendments	\$250.00
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Adjacent Property Owners Information required:

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

the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**

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

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

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

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

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

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

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

Judy Blankenship

From: Cynthia Murray <cmurray29585@aol.com>
Sent: Monday, March 05, 2018 2:13 PM
To: Judy Blankenship
Subject: RE: POSSIBLE REZONING ACREAGE

Let's go for R-10... No mobile homes

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

On Monday, March 5, 2018, Judy Blankenship <jblankenship@gtcounty.org> wrote:

Cynthia,

We received your application for the rezoning on MLK Road; however, you have listed GR or R-10 for the proposed rezoning. You can choose one or the other.

You did not list MR-10 and my previous email suggested you would have stronger case for MR-10 based on the Flu map. The only difference between MR-10 and R-10 is that MR-10 will allow Mobile Homes and R-10 will not allow Mobile Homes. If you do not think your client is interested in allowing Mobile Homes in his development. I would suggest the R-10 zoning district.

Please let us know which zoning district you are requesting so we can process you application.

Thanks,

Judy Evans Blankenship

Planner II

Georgetown County Planning and Development

129 Screven Street, Room 225

Georgetown, SC 29440

James Earl Brown Property Location Map REZ 3-18-20144

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

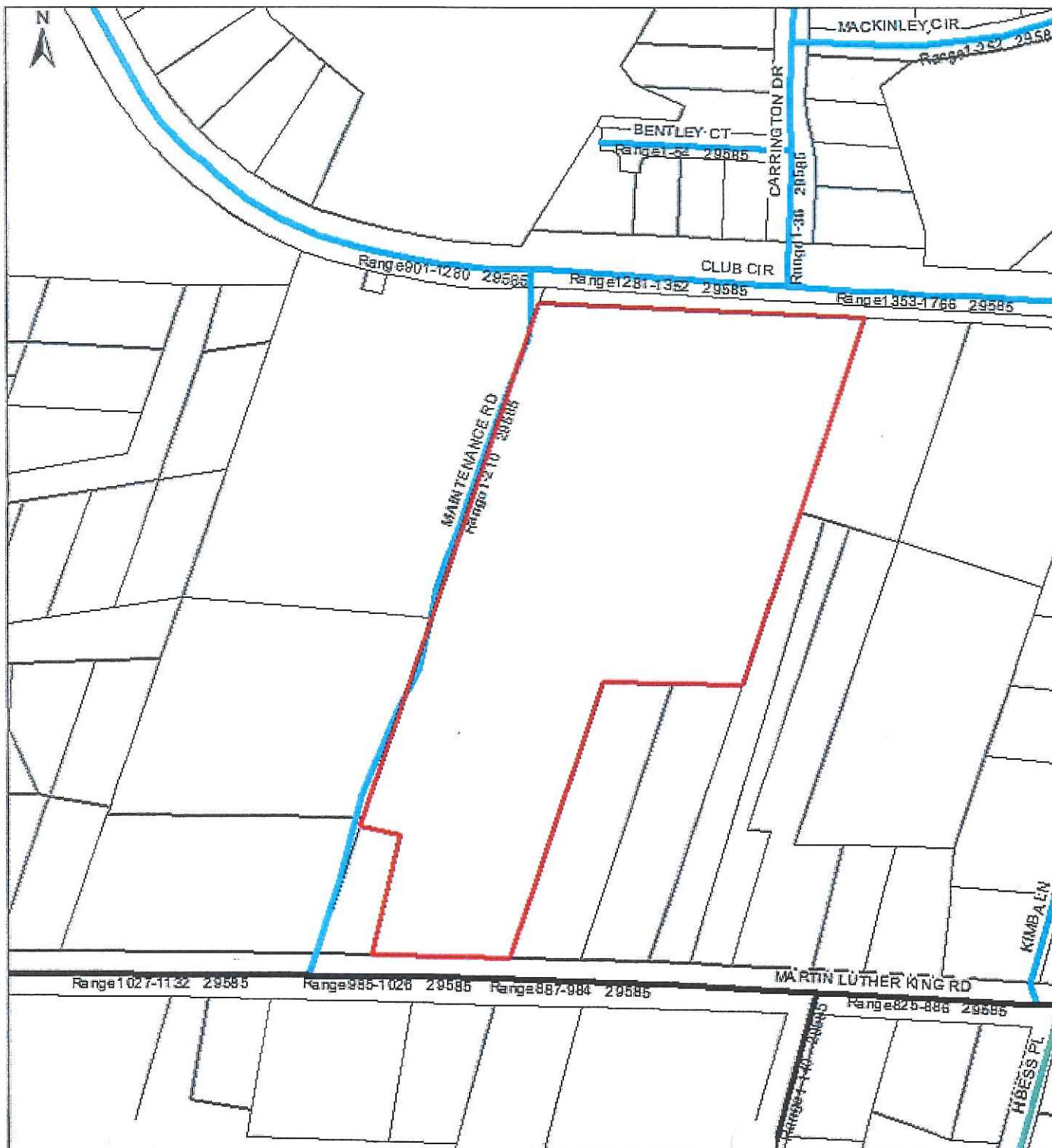
— James Earl Brown

— Lot Lines

— Railroads

◆ Landmarks

— Municipalities



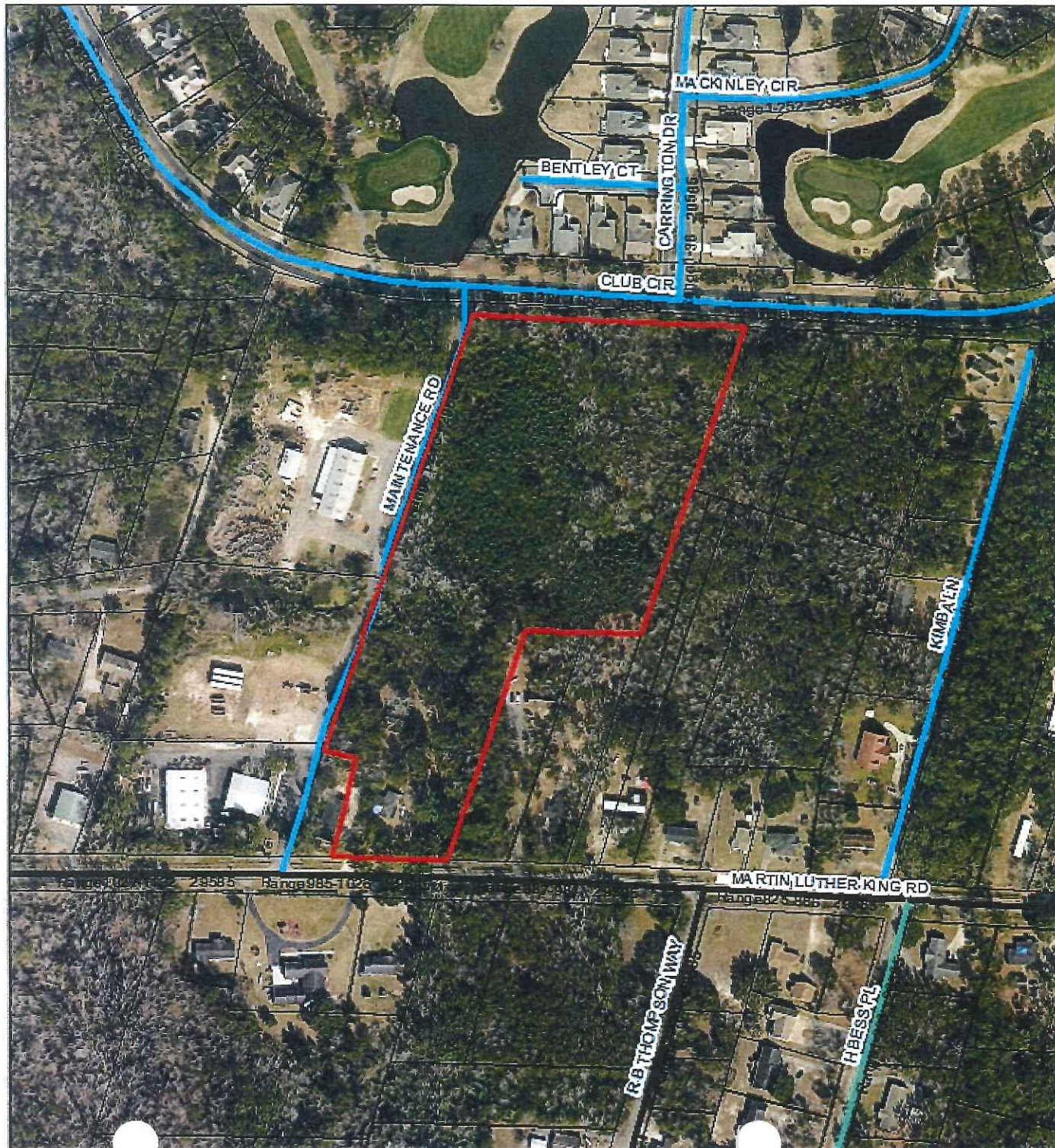
0 70 140 280 420 560 Feet

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

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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 r

James Earl Brown
Property Aerial Map
REZ 3-18-20144



Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ James Earl Brown

□ 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

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NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Cynthia Murray as agent for James Earl Brown to rezone 8.5 acres from One Half Acre Residential (R ½ Ac) to 10,000 Square Feet Residential (R-10). The property is located on Martin Luther King Road approximately 1500 feet west of Petigru Drive in Pawleys Island. TMS# 04-0413-041-00-00. Case Number REZ 3-18-20144.

The Planning Commission will be reviewing this request on **Thursday, April 19, 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.c
Meeting Date: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Bid # 18-030, Clothing and Fabric Recycling Services

Collection, Transportation, and Recycling of Clothing and Fabric: Retain the services of a qualified, experienced provider for the collection, transportation and recycling of clothing and fabric generated by the citizens of Georgetown County, in concert with the recycling programs of the Public Services Department/Environmental Services Division.

CURRENT STATUS:

On April 4, 2018, Georgetown County Department of Public Services received two bids for the above referenced services. The Environmental Division performed its due diligence with the bids, seeking the highest responsible bid for revenue generated by clothing and fabric recycling. Experience was factored in, as well as responsiveness to county needs. The attached bid recommendation memo details the selection of Green Zone Recycling, LLC, based on their revenue generation and their successful implementation of clothing recycling programs for other county convenience centers.

POINTS TO CONSIDER:

- 1) The per annum projection for clothing/fabric recycling generated by Georgetown County is 35 tons. The revenue estimate for this amount is \$7,000, which goes toward recycling services. In addition, it prolongs the life of our landfill by diverting these items from the general waste.
- 2) Fabric and clothing will be collected at nine of our Convenience Centers as a service to residents in the areas experiencing high volume drop-offs.
- 3) Our revenue is projected to remain consistent even with a change in vendor. (Our current vendor, Goodwill Industries, chose not to continue the contract.)

FINANCIAL IMPACT:

The attached bid recommendation details the selection of Green Zone Recycling, LLC as the highest revenue generator and most experienced vendor for clothing and fabric recycling.

OPTIONS:

- 1) Accept the recommendation of Green Zone Recycling, LLC for fabric and clothing collection, transportation and recycling, OR
- 2) Decline to accept the recommendation.

STAFF RECOMMENDATIONS:

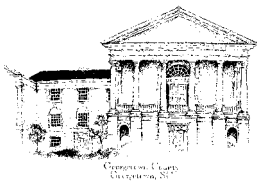
Staff recommends County Council move ahead with Option #1, above.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Bid #18-030 Details	Backup Material
▣ Bid Tab #18-030	Backup Material
▣ Green Zone Recycling Bid	Backup Material
▣ Recommendation Memo Bid # 18-030: Clothing and Fabric Recycling	Backup Material



County of Georgetown, South Carolina

129 Screven Street, Suite 239 • Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-1270
(843)545-3083 • Fax (843)545-3500 • purch@gtcounty.org

REQUEST FOR PROPOSALS

BID NUMBER: 18-030

ISSUE DATE: Friday, March 16, 2018

OPENING DATE: Wednesday, April 4, 2018

OPENING TIME: 3:00 PM (ET)

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection and/or Conference: VOLUNTARY, On Own

PROCUREMENT FOR: Clothing and Fabric Recycling Services

Commodity Code(s): 85078, 85095

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-4200
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Suite 239
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on **Primary Overnight** Service.
- 3) **United Parcel Service (UPS)** **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Nancy Silver

Phone (843)545-3076

Fax: (843)545-3500

E-mail: nsilver@gtcounty.org

Kyle Prufer

(843)545-3082

(843)545-3500

kprufer@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: **RFP #18-030, Clothing and Fabric Recycling Services**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.gtcounty.org select Quick Links, "Bid Opportunities" and "Current Bids."

☐ Our firm **does** intend on responding to this solicitation.

☐ Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Senior Buyer

- by e-mail to purch@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Request for Proposals #18-030

Item	Date	Time	Location*
Advertised Date of Issue:	Friday, March 16, 2018	n/a	n/a
Pre-Bid Site Inspection:	Voluntary, On Own	n/a	Various†
Deadline for Questions:	Wed., March 28, 2018	3:00PM ET	Suite 239
Bids Must be Received on/or Before:	Wed., April 4, 2018	3:00PM ET	Suite 239
Public Bid Opening & Tabulation:	Wed., April 4, 2018	3:00PM ET	Suite 239

*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

†Various-See attached Exhibit A for site locations.

RFP #18-030

Clothing and Fabric Recycling Services

Scope of Services

Georgetown County, SC is requesting proposals from prospective service providers for the collection, transportation and recycling of clothing and fabric.

GENERAL INFORMATION

- 1) Georgetown County, SC works with its residents to target specific materials that can be recycled to reduce these products from the waste stream and create usable green end products. As part of this effort, the County seeks to divert clothing items and fabric from disposal through responsible recycling. The County desires a service provider to supply clothing and fabric recycling services at the designated County facilities locations at no cost to the County.
- 2) Georgetown County desires that clothing and fabric products collected under this RFP be processed as usable green end products, or other approved recycling or reuse activity.
- 3) The program will be marketed as part of our recycling program. Georgetown County desires that the awarded offeror aid in the promotion of this service to our public.
- 4) Georgetown County expects the program to be revenue generating.
- 5) The County does not have a baler that would be available for these vendor services and proposals must take that into account.
- 6) **Proposals must state the type of container to be provided by the Offeror, including color, size appearance, advertising, etc. Typical pictures are to be included in the proposal.** It is desired that the collection container placement and the collection of clothing and fabric recycling at the designated Georgetown County facilities be on a bi-weekly basis and begin upon contract end date with the existing provider, Goodwill Industries of Lower South Carolina.
- 7) The County reserves the right for final decisions on location, type of collection bin, identification, marketing of the program, scheduling, etc.

- 8) **Each Offeror shall provide in their proposal a suggested schedule for implementation, i.e. how often containers would be emptied, whether on a schedule or on call, and response time for collecting containers reported to be full.**
- 9) The County desires “turn-key” solution for the collection, transportation and recycling of clothing and fabric recycling services. Proposed payments to Georgetown County shall include the cost of all permits, labor, equipment, vehicles, and supplies necessary to meet the program requirements of this RFP.
- 10) A proposed schedule shall be determined, based on anticipated volume for the collection of clothing and fabric recycling from the mutually agreed upon Georgetown County facilities. During the eighteen (18) month period from July 1, 2016 through December 31, 2017, the County’s reported volume was approximately 53 tons or 116,845 pounds.
- 11) The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

SCOPE OF SERVICES

The vendor shall:

- 1) Provide a scheduled collection service for clothing and fabric recycling services at designated Georgetown County facilities. Georgetown County must approve any intent to add, delete or change collection locations. Upon completing the collection of clothing and fabrics from County facilities, the vendor shall use scales certified for trade by the SC Department of Agriculture to weigh the total quantity of clothing and fabrics collected. At the end of each month, weigh tickets issued for Georgetown County clothing and fabric collection shall accompany the monthly payments issued to Georgetown County. If any alternate method of determining and verifying volume or weight of clothing and fabric recyclables collected is to be used, it shall be stated within the proposal, notated on the mandatory Exceptions Page, and be at the mutual agreement of both parties.
- 2) Provide adequate collection service to maintain container capacity for citizen use and to prevent container overflow.
- 3) Respond to emergency pick-up requests within 24 hours to collect clothing and fabric recycling from full containers.
- 4) Provide at no cost to Georgetown County, collection containers for clothing and fabric recycling at selected County facilities. These containers shall provide for the collection of clothing and fabric recycling and prevent rain from entering the collection unit.
- 5) Provide recycling program information signage and instructions on containers as agreed upon by Georgetown County.
- 6) Clean areas in immediate proximity of clothing and fabric recycling when on site. Make certain area is free from debris associated with the service.

- 7) Repair, clean, or remove damaged or vandalized clothing and fabric recycling containers as needed and as requested by Georgetown County.
- 8) Comply with all federal, state and local laws regarding the collection, transportation and recycling of clothing and fabric recycling.
- 9) Comply with all OSHA requirements regarding the collection, transportation and recycling of clothing and fabrics.
- 10) Comply with all Georgetown County building and fire regulations regarding the recycling of clothing and fabrics.
- 11) Submit electronic reports on clothing and fabric recycling collection volume to Georgetown County on a monthly basis. Reports shall be received by the tenth day of the month for the preceding month, in a format by week ending, pounds collected at each location and total pounds per month, at a minimum. Such reporting shall include copies of weight tickets to Georgetown County.
- 12) Submit revenues to Georgetown County by the tenth day of the month for the preceding month.

VOLUNTARY SITE VISITATION OR INSPECTION

Any site inspection or visitation shall be voluntary, and at the discretion of the proposer.

Interested proposers may voluntarily visit Georgetown County Recycle Center facilities during normal business hours. Those facilities locations and their scheduled operating hours are included in the attached Exhibit A.

MATERIAL COLLECTION PRICING

A per pound rate is to be paid to Georgetown County for collected clothing and fabric recycling services. Payments to Georgetown County shall be made on a monthly basis and shall be based on vendor documentation of clothing and fabrics collected at selected Georgetown County facilities and shall include weight tickets issued at scales approved by the County. As stated above, if any alternate method of determining and verifying volume or weight of clothing and fabric recyclables collected is to be used, it shall be stated within the proposal, notated on the mandatory Exceptions Page, and be at the mutual agreement of both parties.

METHOD OF AWARD

- 1) Georgetown County reserves the right to reject any and all proposals. Georgetown County is not liable for any costs incurred by prospective service providers in the preparation or submission of proposals submitted in response to this request for proposals. Late proposals, regardless of delivery means, will not be accepted.
- 2) Georgetown County reserves the right to award a contract to the service provider that offers the best overall service based on the requirements requested herein.

EXHIBIT A

SERVICE LOCATIONS

- 1) The County operates fourteen (14) Residential Recycling Centers. It is the desire of the County to place containers at the following nine (9) sites, which are identified as having potential for adequate volume. If later pick-up records show that a site is underutilized or over utilized, the County will work with the contractor to adjust the list of locations and/or schedule.

GEORGETOWN COUNTY DESIGNATED CLOTHING AND FABRIC RECYCLING PICK-UP SITES

Location	Phone Number	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Landfill – Hwy 51, 201 Landfill Rd	503-6570	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	8:00 am - 4:00 pm	Closed
Andrews - 201 Carberry St	264-9265	6:00 am - 5:00 pm	6:00 am - 5:00 pm	7:00am - 6:00 pm	6:00 am - 5:00 pm	6:00 am - 5:00 pm	8:00 am - 6:00 pm	Closed
Johnson Road 720 Johnson Road	520-4650	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	8:00 am - 6:00 pm	10:00 am - 3:00 pm
Maryville - 3555 S Fraser St	527-8029	6:00 am - 5:00 pm	6:00 am - 5:00 pm	1:00 pm - 6:00 pm	6:00 am - 5:00 pm	6:00 am - 5:00 pm	8:00 am - 6:00 pm	Closed
Murrells Inlet – 5455 Wesley Rd	651-0872	7:00 am - 6:00 pm	7:00am - 6:00pm	7:00am - 6:00pm	7:00am - 6:00pm	7:00am - 6:00pm	8:00am - 6:00 pm	10:00 am - 3:00 pm
Pawleys Island - 596 Grate Ave	237-1154	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	8:00 am - 6:00 pm	10:00 am - 3:00 pm
Pleasant Hill - 11987 Pleasant Hill Dr	255-0959	6:00 am - 5:00pm	6:00 am - 5:00 pm	1:00 pm - 6:00 pm	6:00 am - 5:00 pm	6:00 am - 5:00 pm	8:00 am - 6:00 pm	Closed
N. Santee 135 Veronica Road	546-3730	6:00 am- 2:00 pm	10:00 am- 6:00pm	Closed	6:00 am- 2:00 pm	12:00 pm- 6:00 pm	8:00 am- 6:00 pm	Closed
Sampit 2656 Saints Delight Road	527-8166	6:00 am- 5:00 pm	6:00 am- 5:00 pm	1:00 pm- 6:00 pm	6:00 am- 5:00 pm	6:00 am- 5:00 pm	8:00 am- 6:00 pm	Closed

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Instructions for Providers
RFP #18-030, Clothing and Fabric Recycling Services

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Senior Buyer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **Clothing and Fabric Recycling Services** shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
3. **IMPORTANT OFFEROR NOTES:**
- a) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
 - b) Federal Express does **NOT** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
 - c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
4. **Inclement Weather/Closure of County Courthouse**
If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. **NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

7. One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

8. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

9. Definitions:

a) The terms "Proposer", "Offeror", "Vendor" or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.

b) The term "Clothing and Fabric Recycling Services" or "Service" refers to the **complete set of services** as specified in this document, in every aspect.

c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.

d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

10. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

a) **Correction of awards :** An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of

the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

11. Faxed or E-mailed bids will not be accepted by Georgetown County.

12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
13. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
14. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
15. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
16. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
17. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

18. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
19. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
20. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
21. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
22. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
23. All Construction Contracts Over \$2,000:
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. **Current Wage Determination for Georgetown County in South Carolina is available on-line at: <http://www.wdol.gov/dba.aspx#14>**
 - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to

the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c) Copeland "Anti-Kickback" Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

24. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

25. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

26. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

27. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

28. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

29. This Request for Proposals covers the estimated requirements to provide Clothing and Fabric Recycling Services for the Georgetown County Public Services Department. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

30. **TERMS OF AGREEMENT / RENEWAL**

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

31. **PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

32. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

33. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the

insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

34. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

35. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

36. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

37. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

38. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The

firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

39. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases. Effective May 01, 2015, the sales tax rate increased from 6% to 7% which includes a VAT for Georgetown County.

40. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

41. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

42. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

43. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

44. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

45. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

46. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

47. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

48. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

49. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

50. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

51. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

52. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

53. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

54. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

55. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

56. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:
<http://www.georgetowncountysc.org/building/default.html>

57. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

58. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "Bids Under Review" and double click the link under the individual bid listing.

59. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
60. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
61. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
62. Response Clarification
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
63. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

64. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- RFP Submittal
- Substitute for Form W-9
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file with the Procurement Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMISSION FORM

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME _____

(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): _____

ADDRESS:

(_____
(_____
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)

(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____

Employer Identification Number _____ - _____ - _____

BUSINESS DESIGNATION

☐ Individual, Sole Proprietor, or Single-Member LLC

☐ C-Corporation

☐ S-Corporation

☐ Partnership

☐ Trust/Estate

☐ Governmental Entity

☐ Non-Profit Organization/501(a)

☐ Other: _____

☐ Limited Liability Company: C = Corporation S = S Corporation P = Partnership

(Must Circle the appropriate Tax Classification)

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

☐ MEDICAL SERVICES PROVIDER

☐ ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person; and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Date: _____



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY BID SUBMISSION FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2014-02 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts:
 - (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
 - (b) Contracts for professional services except as provided for in section five (§5) above;
 - (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 - (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
 - (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

☐ I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2014-02, (see §1. above) and our local place of business within Georgetown County is: _____

☐ I certify that [Company Name] _____ is a

Non-Resident Bidder of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is _____ [City and State].

(X) _____

Signature of Company Officer



MANDATORY BID SUBMITTAL FORM
RFP #18-030, Clothing and Fabric Recycling Services

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

1. Name of Company submitting RFP: _____

2. **Unit Rate** to be paid Georgetown County for collected clothing and fabrics:

\$ _____ /LB

3. Proposal attached with anticipated collection locations and schedule: ☐ Yes ☐ No

4. Bid cost must remain valid ninety (90) days from bid opening date.

5. Contact Address: _____

6. Contact Person: _____

7. Telephone Number _____ Fax Number _____

8. E-Mail address _____

9. Remittance Address: _____

10. Accounts Receivable Contact _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. FEIN or Social Security Number: _____

14. List three (3) customer references for similar size and scope of services:

Entity Name:	
Contact:	

Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	

Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

15. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

16. If the bid is accepted, the required Contract must be executed within fifteen (15) days of written notice of formal award of Contract.

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

☐ Yes ☐ No

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

19. RENEWAL OF CONTRACT

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

20. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

☐ Yes ☐ No

21. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

22. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 18-030 were received.

23. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

☐ Yes ☐ No

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

☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

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

24. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

25. INFORMATION ONLY:

☐ Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment? _____

☐ Our company does not accept VISA government procurement cards.

26. Printed Name of person binding bid _____

27. Signature (X) _____

28. Date _____

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

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EXCEPTIONS PAGE

MANDATORY RFP SUBMISSION FORM

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



Public Bid Opening Tabulation
RFP #18-030, Clothing and Fabric Recycling Services
Wednesday, April 4, 2018 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Unit Rate</u> <u>\$/LB</u> <small>(Pg. 23, Item 2)</small>	<u>Comments</u>
<i>Carolina Green Clothing Recyclers</i>	\$ 0.02	
<i>Green Zone Recycling/LLP</i>	\$ 0.10	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

OPENED BY: *[Signature]*

WITNESSED BY: *James Puckett*



**SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMISSION FORM**

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME

Chuck Trong

(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a):

Green Zone Recycling, LLC

ADDRESS:

(

PO Box 38321, Greensboro, NC 27438

(

(

47-1349183

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)

(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number

Employer Identification Number

4 7 - 1 3 4 9 1 8 3

BUSINESS DESIGNATION

☐ Individual, Sole Proprietor, or Single-Member LLC

☐ C-Corporation

☐ S-Corporation

☐ Partnership

☐ Trust/Estate

☐ Governmental Entity

☐ Non-Profit Organization/501(a)

☐ Other: _____

☒ Limited Liability Company: C = Corporation S = S Corporation P = Partnership

(Must Circle the appropriate Tax Classification)

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

Textile Recycling Collection Service

☐ MEDICAL SERVICES PROVIDER

☐ ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person; and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Chuck Trong

Date: _____

03/29/18



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY BID SUBMISSION FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2014-02 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

☐ I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2014-02, (see §1. above) and our local place of business within Georgetown County is: _____

☒ I certify that [Company Name] Green Zone Recycling _____ is a

Non-Resident Bidder of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is Columbia, SC _____ [City and State].

(X) Chuck Truog _____
Signature of Company Officer



MANDATORY BID SUBMITTAL FORM
RFP #18-030, Clothing and Fabric Recycling Services

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

1. Name of Company submitting RFP: Green Zone Recycling, LLC

2. **Unit Rate** to be paid Georgetown County for collected clothing and fabrics:

\$ 0.10 /**LB**

3. Proposal attached with anticipated collection locations and schedule: ☒ **Yes** ☐ **No**

4. Bid cost must remain valid ninety (90) days from bid opening date.

5. Contact Address: PO Box 38321, Greensboro, NC 27438

6. Contact Person: Chuck Trong

7. Telephone Number 224.517.3288 Fax Number 855.429.2487

8. E-Mail address Chuck@GreenZoneNC.com

9. Remittance Address: PO Box 38321, Greensboro, NC 27438

10. Accounts Receivable Contact Lauzen Accounting

11. Telephone Number 630.393.0202 Fax Number 630.393.0208

12. E-Mail address info@lauzenaccounting.com

13. FEIN or Social Security Number: 47-1349183

14. List three (3) customer references for similar size and scope of services:

Entity Name:	Chatham County, NC Solid Waste
Contact:	Shannon Culpepper

Title:	Waste Reduction Coordinator
Street:	28 County Services Rd
City, State & Zip:	Pittsboro, NC 27312
Primary Telephone:	919.545.7874
Primary FAX:	919.542.0058
E-Mail Address:	shannon.culpepper@chathamnc.org
Brief Explanation of Relationship:	We service all 12 of Chatham County's Convenience Centers

Entity Name:	Albemarle Hopeline
Contact:	Katherine Rogers
Title:	Executive Director
Street:	PO Box 2064
City, State & Zip:	Elizabeth City, NC 27906
Primary Telephone:	252.338.5338
Primary FAX:	252.338.2952
E-Mail Address:	kr Rogers@albemarlehopeline.org
Brief Explanation of Relationship:	We rented a custom 20' container for this non-profit and provide weekly bulk collection service

Entity Name:	Dress For Success - Triangle
Contact:	Denise Torain
Title:	Warehouse, Donations & Sales Manager
Street:	1058 West Club Blvd, Suite 634
City, State & Zip:	Durham, NC 27701
Primary Telephone:	919.286.2128 ext 402

Primary FAX:	NA
E-Mail Address:	denise.torain@dfstrianglenc.org
Brief Explanation of Relationship:	We have provided exclusive weekly bulk collections service at multiple locations since 2016

15. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

16. If the bid is accepted, the required Contract must be executed within fifteen (15) days of written notice of formal award of Contract.

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

☒ Yes ☐ No

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

19. RENEWAL OF CONTRACT

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

20. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

☒ Yes ☐ No

21. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

22. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 18-030 were received.

23. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

☐ Yes ☒ No

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

☐ Yes ☒ No

If so, please list the certifying governmental entity: _____

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

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

24. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

25. INFORMATION ONLY:

☐ Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment? _____

☒ Our company does not accept VISA government procurement cards.

26. Printed Name of person binding bid Chuck Trong

27. Signature (X) Chuck Trong

28. Date 03/29/18

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

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EXCEPTIONS PAGE

MANDATORY RFP SUBMISSION FORM

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

NONE

EXHIBIT A

SERVICE LOCATIONS

1) The County operates fourteen (14) Residential Recycling Centers. It is the desire of the County to place containers at the following nine (9) sites, which are identified as having potential for adequate volume. If later pick-up records show that a site is underutilized or over utilized, the County will work with the contractor to adjust the list of locations and/or schedule.

GEORGETOWN COUNTY DESIGNATED CLOTHING AND FABRIC RECYCLING PICK-UP SITES

Location	Phone Number	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Landfill – Hwy 51, 201 Landfill Rd	503-6570	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	8:00 am - 4:00 pm	Closed
Andrews - 201 Carberry St	264-9265	6:00 am - 5:00 pm	6:00 am - 5:00 pm	7:00am - 6:00 pm	6:00 am - 5:00 pm	6:00 am - 5:00 pm	8:00 am - 6:00 pm	Closed
Johnson Road 720 Johnson Road	520-4650	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	8:00 am - 6:00 pm	10:00 am - 3:00 pm
Maryville - 3555 S Fraser St	527-8029	6:00 am - 5:00 pm	6:00 am - 5:00 pm	1:00 pm - 6:00 pm	6:00 am - 5:00 pm	6:00 am - 5:00 pm	8:00 am - 6:00 pm	Closed
Murrells Inlet – 5455 Wesley Rd	651-0872	7:00 am - 6:00 pm	7:00am - 6:00pm	7:00am - 6:00pm	7:00am - 6:00pm	7:00am - 6:00pm	8:00am - 6:00 pm	10:00 am - 3:00 pm
Pawleys Island - 596 Grate Ave	237-1154	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	7:00 am - 6:00 pm	8:00 am - 6:00 pm	10:00 am - 3:00 pm
Pleasant Hill - 11987 Pleasant Hill Dr	255-0959	6:00 am - 5:00pm	6:00 am - 5:00 pm	1:00 pm - 6:00 pm	6:00 am - 5:00 pm	6:00 am - 5:00 pm	8:00 am - 6:00 pm	Closed
N. Santee 135 Veronica Road	546-3730	6:00 am - 2:00 pm	10:00 am - 6:00pm	Closed	6:00 am - 2:00 pm	12:00 pm - 6:00 pm	8:00 am - 6:00 pm	Closed
Sammit 2656 Saints Delight Road	527-8166	6:00 am - 5:00 pm	6:00 am - 5:00 pm	1:00 pm - 6:00 pm	6:00 am - 5:00 pm	6:00 am - 5:00 pm	8:00 am - 6:00 pm	Closed

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RFP #18-030
Clothing and Fabric Recycling Services
Collections Location & Proposed Schedule

With the most recent collection data provided, an estimated 6,500 lbs per month is the total anticipated collection volume from all 9 county designated pick-up sites. Green Zone Recycling proposes the following pickup schedule options to begin upon contract end date with the current provider.

Bi-weekly collection per month:

A dedicated truck to service each of the 9 designated pick-up sites on every other Wednesday of each Month. Each pickup will follow a route pattern loop from our Columbia, SC warehouse and will service each location in the same order in a consistent schedule.

Weigh tickets will be provided after leaving the last stop and submitted with required monthly collections reports for payment processing.

Scheduled days and frequency of pick-ups is flexible and open for discussion.

Green Zone Recycling can provide 24 hour emergency service and adjust the collection schedule as requested for over/underutilized locations.

RFP #18-030
Clothing and Fabric Recycling Services
Collection Containers

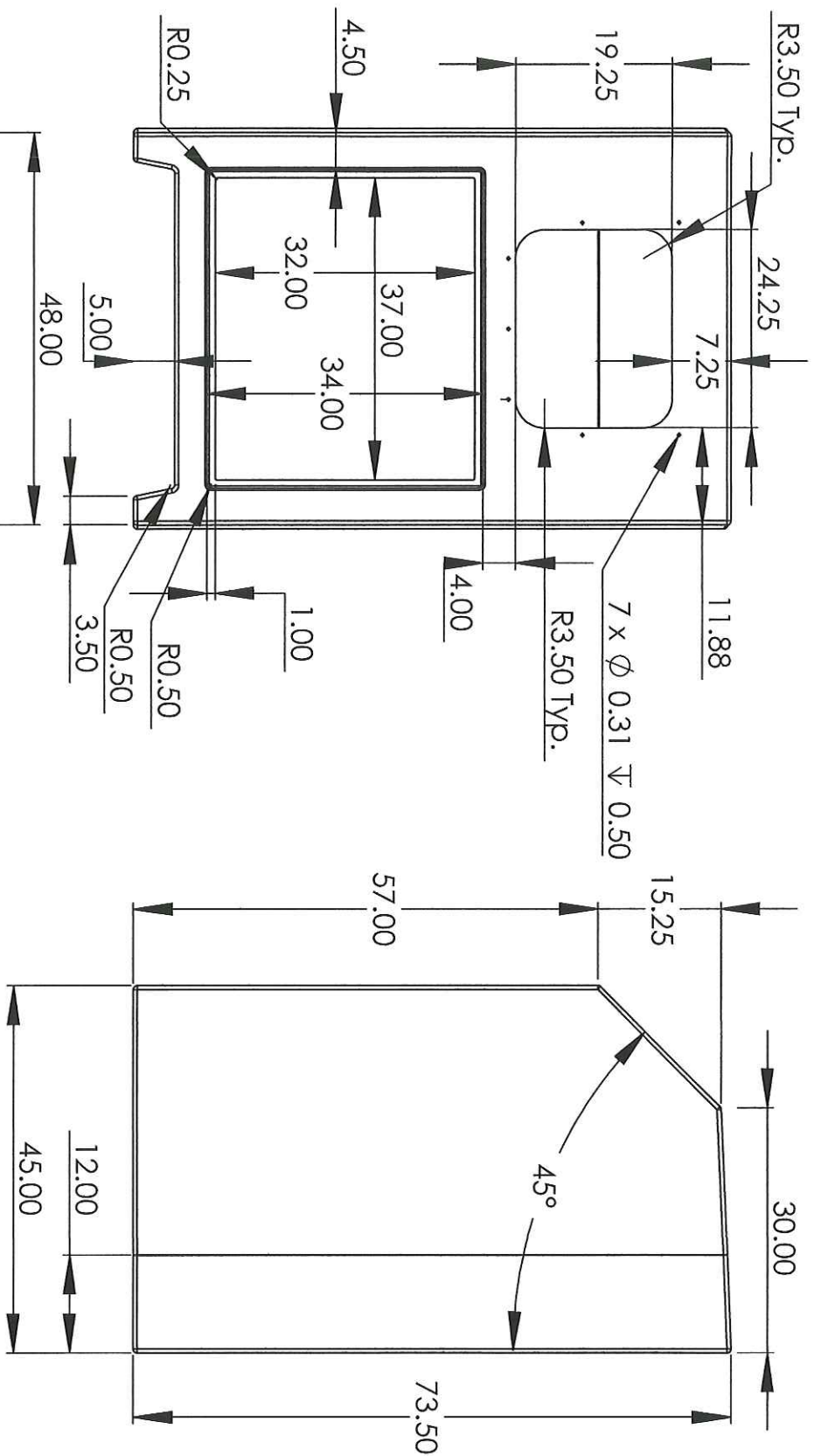
Green Zone Recycling can provide custom container decals upon request and has two standard container types to offer.

1. We have custom made heavy duty plastic containers manufactured in NC with a locking door and rain protected chute. Pictures of containers, dimensions, and decals are provided below.





See attached custom design drawing with dimensions.



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
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DIMENSIONS ARE IN INCHES		NAME		DATE	
TOLERANCES:		DRAWN		10/17/11	
FRACTIONAL: ±		E Love			
ANGULAR: MACH ±		CHECKED			
BEND ±		ENG APPR			
TWO PLACE DECIMAL ±		MFG APPR			
THREE PLACE DECIMAL ±		Q.A.			
MATERIAL		COMMENTS:			
HDPE					
FINISH					
Smooth					
DO NOT SCALE DRAWING					
SIZE		DWG. NO.		REV.	
A		Donation Hut		12	
SCALE: 1:50		WEIGHT: 133.5 lbs @ .25 Wall		SHEET 1 OF 1	



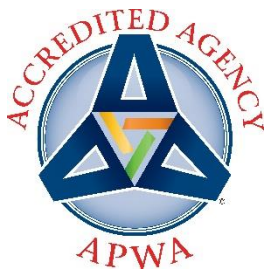
2. We also have large metal bins with a locking door and rain protected chute. These bins are painted white and can have no markings. Pictures and dimensions provided below.

Typically, these come as a connected double bin.



The dimensions of a single white metal bin are 44" wide x 75" tall x 43" deep.

The connected double bins are 88" wide x 75" tall x 43" deep.



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

Memorandum

To: Kyle Prufer

From: Ray C. Funnye

A handwritten signature in blue ink, appearing to read 'Ray C. Funnye'.

File No.: 316.24

Date: April 10, 2018

Re: Recommendation for RFP #18-030: Clothing and Fabric Recycling Services

On April 4, 2018, Georgetown County Department of Public Services received two (2) bids for RFP #18-030: Clothing and Fabric Recycling Services. The scope of this bid is to retain the services of a qualified and experienced provider for the collection, transportation and recycling of clothing and fabric generated by citizens of Georgetown County in coordination with the recycling programs of the Public Services Department, Environmental Services Division.

Based upon review of the provided bid documents, Green Zone Recycling, LLC provides the highest responsible bid for revenue generated by Clothing and Fabric recycling. Additionally, references provided by the bidder stated that they have successfully implemented the clothing recycling program for other county convenience centers for several years, demonstrating responsiveness to county needs with no complaints.

Based on the aforementioned, I hereby recommend awarding RFP #18-030: Clothing and Fabric Recycling Services to Green Zone Recycling, LLC.

Item Number: 6.d
Meeting Date: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Bid #18-034, Sale of Scrap Metal

Procuring the services of a qualified provider of services for the **Collection, Transportation, and Recycling of Scrap Metal** generated by the citizens of Georgetown County, in concert with the Public Services Department, Environmental Services Division's recycling programs. This program generates needed revenue for the Public Services Department/Environmental Division.

CURRENT STATUS:

On May 23, 2018, Georgetown County Department of Public Services received two bids for the above referenced services. The Department of Public Services performed its due diligence with the bids, seeking the highest responsible bid for revenue generated by scrap metal recycling with particular attention paid to reputation for responsiveness. The attached bid recommendation for Zero Waste Recycling details its selection as the bidder offering the highest revenue and service level.

POINTS TO CONSIDER:

- 1) The per annum projected amount of scrap metal generated by Georgetown County citizens is 750 tons.
- 2) The white goods and scrap metal to be collected are identified as stoves, refrigerators, freezers, air conditioners, water heaters, bathtubs, culverts, wire and fencing, exercise equipment, bicycles, lawn maintenance equipment, grills, structural steel and tin, drained and crushed oil filters.
- 3) The selected contractor would weigh in and out at the Georgetown County scalehouse for tracking and monitoring purposes.

FINANCIAL IMPACT:

Scrap metal recycling generates revenue, which is based market prices. Using current values, scrap metal recycling could yield as much as \$130,000 per year. This has a marked impact on prolonging the life of the landfill, as well as increasing our diversion rates. Current county goal is to recycle 40% of all materials--and scrap metal recycling would contribute significantly to this goal.

The attached bid recommendation details the selection of Zero Waste Recycling's services as the highest revenue generator for scrap metals.

OPTIONS:

- 1) Accept the recommendation of Zero Waste Recycling for scrap metal collection, transportation and recycling, OR
- 2) Decline to accept the recommendation.

STAFF RECOMMENDATIONS:

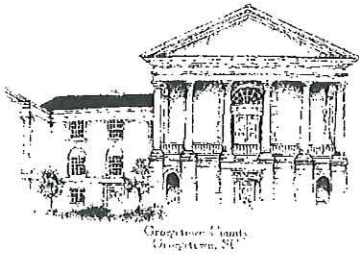
Staff recommends County Council move ahead with Option #1, above.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Zero Waste Submittal: Bid #18-034	Backup Material
▣ Bid Recommendation: #18-034 Scrap Metal	Backup Material



Georgetown County, South Carolina

129 Screven Street, Suite 239

Post Office Drawer 421270

Georgetown, SC 29442-4200

(843) 545-3083 • Fax (843) 545-3500

E-Mail • purch@gtcounty.org

Website • <http://www.gtcounty.org>

ADDENDUM #1 TO BID #18-034

Sale of Scrap Metal (Revised)

BID NUMBER: 18-034 (Revised)

ISSUE DATE: Thursday, May 9, 2018

REVISED BID OPENING DATE: May 23, 2018; AND TIME: 3:30 PM (ET)

Bid Opening Location: Georgetown County Historic Courthouse, Suite #239 (Purchasing)

Pre-Bid/Site Inspection: None

PROCUREMENT FOR: Sale of Scrap Metal (REVISED)

Commodity Code(s): 93625

This Addendum #1 will amend **Bid #18-034, Sale of Scrap Metal** originally issued on Friday, April 27, 2018. Clarification is being provided to all known/registered correspondents. In response to issues found with the original solicitation criteria regarding the basis of pricing, it appears that AMM does not offer a South Carolina market price for #2 bundles which was required in the specifications. Therefore, the criteria for the basis of pricing have been revised as shown in applicable areas in the original document. A new Bid Form will be required for bidders to submit by the new bid date of May 23, 2018 at 3:30 pm. The location of the bid opening remains the same.

Please note the following revisions regarding Addendum I:

- 1) The Bid Opening date has been changed to Wednesday, May 23, 2018 at 3:30 pm. Location is the same.
- 2) Revised Bid Form is Mandatory and provided herein for Contractors to use in submitting their bid.
- 3) Any reference to #2 Bundles SC AMM Market in any area(s) or form(s) in the original document is to be ignored. Instead, it is required to use the pricing criteria for another Number 1 Heavy Melt (HMS1) Index price for the SC Market price. That information is designated on the Revised Bid Form that is mandatory for the contractor to complete and submit by the submittal due date.

All Addenda and original bid documents are also available online at:
<http://www.georgetowncountysc.org>, select Quick Links, “Bid Opportunities” and “Current Bids.”

All requirements and specifications of original solicitation remain in effect except those issued by Addendum I herein, or by Addenda issued as/if needed at a later date for this project.

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(REVISED) MANDATORY BID SUMITTAL FORM

Bid #18-034

Sale of Scrap Metal

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

1. Name of Company submitting bid Zero Waste Recycling, LLC.
2. For evaluation purposes, specify the dollars and percentages in paragraph a. below. The % specified below must match the percentage specified in paragraph 8 under Scope of Services. The County is looking for the highest dollar amount per gross ton.
 - a. IF as an example, the July price of the Number 1 Heavy Melt (HMS1) Index for the SC Market price is \$200 per gross ton (All offerors shall use the \$200 per ton amount for bidding and evaluation purposes for this RFP). The contractor would pay Georgetown County 51.5 % of the \$200 Number 1 Heavy Melt (HMS1) Index for the SC Market price. (This percentage will apply for the duration of the contract) which is \$ 103 per gross ton for the month of July (**The dollar amount per gross ton is the amount that will be included in the bid tabulations and will be used for evaluation purposes only.**)
3. Bid cost must remain valid ninety (90) days from bid opening date.
4. Contact Address: 301 Dupree St. Charlotte, NC 28208
5. Contact Person
Luke Selzer
6. Telephone Number 843-685-7747 Fax Number _____
7. E-Mail address Luke@zwrllc.com

8. Remittance Address: 301 Dupree St. Charlotte, NC
28208
9. Accounting Contact Tyler English
10. Telephone Number 843-858-2532 Fax Number _____
11. E-Mail address Tyler@zwrlc.com
12. FEIN or Social Security Number: 47-0992069
13. List three (3) Customer References (preferably government/commercial) for similar scope of services:

Entity Name:	BMW (Nexeo Solutions)
Contact:	Phil McCall
Title:	Facilities Manager
Street:	14100 Highway 101 S
City, State & Zip:	Greer, SC 29651
Primary Telephone:	803-309-7193
Primary FAX:	
E-Mail Address:	PE McCall@nexeo solutions.com
Brief Explanation of Relationship:	Transport and process all recycling for BMW.

Entity Name:	Scriny County Landfill
Contact:	Dennis Bledsoe
Title:	Facility Manager
Street:	237 Landfill Rd.
City, State & Zip:	Mt. Airy, NC 27030

Primary Telephone:	336 - 401 - 8376
Primary FAX:	
E-Mail Address:	bledsoed @ co. surry. nc. us
Brief Explanation of Relationship:	Freon Reclaim, Landfill clean up, Madding yard to leave facility clean without any metal.

Entity Name:	National Container Group
Contact:	Tom McCarver
Title:	Plant Manager
Street:	701 Lawton Rd
City, State & Zip:	Charlotte, NC 28216
Primary Telephone:	803 - 389 - 4313
Primary FAX:	
E-Mail Address:	Tomm @ national container. com
Brief Explanation of Relationship:	Transport and process all Recyclables.

14. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

15. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

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

☒ Yes ☐ No

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

18. RENEWAL OF CONTRACT

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

19. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

☒ Yes ☐ No

20. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
21. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 18-034 were received.

22. MINORITY PARTICIPATION [INFORMATION ONLY]

- (a) Is the bidder a South Carolina Certified Minority Business?

☐ Yes ☒ No

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

☐ Yes ☒ No

If so, please list the certifying governmental entity: _____

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

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

23. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring

the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

24.

INFORMATION ONLY:

- ☐ Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _____
- ☐ Our company does not accept VISA government procurement cards.

25. Printed Name of person binding bid

Tyler English

26. Signature (X)



27. Date

5-23-18

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Thank you.

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SUBSTITUTE FOR FORM W-9 MANDATORY BID SUBMITTAL FORM

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to additional withholding on each payment.

INDIVIDUAL OR OWNER'S NAME

(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a):

Zero Waste Recycling, LLC.

ADDRESS:

(301 Dopree St.
(Charlotte, NC 28208
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)

(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number

Employer Identification Number

47-0992069

BUSINESS DESIGNATION

Individual, Sole Proprietor, or Single-Member LLC

C-Corporation

S-Corporation

Partnership

Trust/Estate

Governmental Entity

Non-Profit Organization/501(a)

Other: _____

Limited Liability Company: C = Corporation

S = S Corporation

P = Partnership

(Must Circle the appropriate Tax Classification)

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

MEDICAL SERVICES PROVIDER

ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person; and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Date: _____

5-23-18



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2014-02 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

☐ I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2014-02, (see §1. above) and our local place of business within Georgetown County is: _____

☒ I certify that [Company Name] Zero Waste Recycling, LLC. is a

Non-Resident Bidder of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is Charlotte, NC [City and State].

(X) 
Signature of Company Officer

(REVISED) MANDATORY BID SUMMITTAL FORM

Bid #18-034

Sale of Scrap Metal

EXCEPTION PAGE

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

1. Name of Company submitting bid Zero Waste Recycling, LLC
2. For evaluation purposes, specify the dollars and percentages in paragraph a. below. The % specified below must match the percentage specified in paragraph 8 under Scope of Services. The County is looking for the highest dollar amount per gross ton.

a. IF as an example, the July price of the Number 1 Heavy Melt (HMS1) Index for the SC Market price is \$200 per gross ton (All offerors shall use the \$200 per ton amount for bidding and evaluation purposes for this RFP). The contractor would pay Georgetown County 87.5 % of the \$200 Number 1 Heavy Melt (HMS1) Index for the SC Market price. (This percentage will apply for the duration of the contract) which is \$ 175 per gross ton for the month of July (**The dollar amount per gross ton is the amount that will be included in the bid tabulations and will be used for evaluation purposes only.**)

True Market: May \$340/6T x .515% = \$175 GT

3. Bid cost must remain valid ninety (90) days from bid opening date.

4. Contact Address: 301 Dupree St. Charlotte, NC
28208

5. Contact Person

Luke Selzer

6. Telephone Number 843-685-7747 Fax Number _____

7. E-Mail address Luke@2wrllc.com

↓ This is a true market price.

EXCEPTIONS PAGE

(REVISED) MANDATORY BID SUBMISSION FORM

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



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

Memorandum

To: Bonnie Infinger

From: Ray C. Funnye, Director 

File No.: 316.24

Date: May 25, 2018

Re: Recommendation for RFP #18-034: Sale of Scrap Metal

On May 23, 2018 Georgetown County Department of Public Services received two (2) bids for RFP #18-034 Sale of Scrap Metal. The scope of this bid is to retain the services of a qualified and experienced provider for the collection, transportation and recycling scrap metal generated by citizens of Georgetown County in coordination with the Public Services Department, Environmental Services Division, Recycling programs.

Based upon review of the provided bid documents Zero Waste Recycling, LLC provides the highest responsible bid for revenue generated by scrap metal recycling. Additionally, Zero Waste Recycling has previously provided services to the county for these services and been responsive to the county's needs.

Based on the aforementioned, I hereby recommend that Zero Waste Recycling, LLC, be awarded RFP #18-034: Sale of Scrap Metal.

Item Number: 6.e
Meeting Date: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

New Change Order Necessary on **Contract #16-098/Big Dam Swamp Community Fire Station** in order to address essential road work.

CURRENT STATUS:

While the Big Dam Swamp Community Fire Station contract, Bid #15-010, was awarded to Coastal Structures, Inc., the scope of work excluded the necessary access road work to the station. The most expeditious and economical way of addressing this required work is through a Change Order to the existing Stone Contract, #16-098, for User Fee Engineered Comprehensive Roadway Improvements.

POINTS TO CONSIDER:

- 1) Engineers have reviewed the project and find the quoted Change Order amount of \$154,859.01 to be reasonable given the nature of the road work required. Current contract unit prices for the majority of costs were used in the valuation.
- 2) Stone Construction is a proven vendor currently engaged in work that is professional and on-budget with Georgetown County.

FINANCIAL IMPACT:

This project will be funded through the County User Road Fee Program.

OPTIONS:

- 1) Approve Contract #16-098, Change Order #1, in the amount of \$154,859.01 for Stone Construction Company, or
- 2) Decline to approve Change Order #1.

STAFF RECOMMENDATIONS:

Staff recommends County Council approve option 1, above.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

Item Number: 6.f
Meeting Date: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Motorola Solutions® Maintenance and Service Agreement for 911 Consoles & Equipment for 2018

CURRENT STATUS:

The 2018 maintenance and support agreement with Motorola Solutions® was for the period of July 1, 2017 through June 30, 2018. This agreement is for equipment previously purchased and for which warranties expired at the end of June 2017. Motorola was delinquent in presenting a proposed maintenance agreement for this equipment until now. A renewal of this agreement will soon be due for our fiscal year 2019.

POINTS TO CONSIDER:

- 1) Motorola Solutions® is the Original Equipment Manufacturer (OEM) provider for continued maintenance and support for County owned equipment. Specifically this includes the Astro System ESS+ AR, Astro Network Monitoring, SP - Local Infrastructure Repair, Astro SUAll Field Implementation Service, System Upgrade Agreement - Site, and Local Device Support.
- 2) Motorola updated various "in-service" components and quantities.
- 3) The final version of the proposal is attached and has been reviewed by the department. The resulting contract cost is \$64,745.64.

FINANCIAL IMPACT:

The Maintenance & Service will be fully funded using currently budgeted funds: 075.901 50414.

OPTIONS:

- 1) Authorize and execute the Motorola Solutions® Maintenance and Service Agreement in accordance with the agreed upon coverage, terms and fees necessary to continue uninterrupted coverage at a contract cost of \$64,745.64.
- 2) Decline to execute the agreement.

STAFF RECOMMENDATIONS:

The Motorola Solutions® Maintenance and Service Agreement coverage is essential for continuous failsafe communication operation, and staff's recommendation is to extend the agreement. The agreement received a review by Finance, Administration, and Communications.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Motorola Service Agreement USC000020990	Cover Memo
▢ Recommendation	Cover Memo

**MOTOROLA SOLUTIONS****SERVICE AGREEMENT**

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000020990
Contract Modifier: R30-APR-18 16:09:10

Date: 30-APR-2018

Company Name: Georgetown County

Attn.:

Billing Address: Po Drawer 1270

City, State, Zip Code: Georgetown, SC 29442

Customer Contact: Lt T.L. Staub

Phone: 843-546-5102

P.O.#: N/A

Customer #: 1000745010

Bill to Tag#: 0002

Contract Start Date: 01-JUL-2017

Contract End Date: 30-JUN-2018

Payment Cycle: ANNUALLY

Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV00S00152A	LOCAL DEVICE SUPPORT	\$240.67	\$2,888.04
	LSV01S00501A	ASTRO SYS ESS+ AR	\$3,050.73	\$36,608.76
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$92.86	\$1,114.32
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR	\$784.14	\$9,409.68
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$418.75	\$5,025.00
	SVC04SVC0175A	SYSTEM UPGRADE AGRMT-SITE	\$808.32	\$9,699.84
Sub Total			\$5,397.97	\$64,775.64
Taxes				
Grand Total			\$5,397.97	\$64,775.64
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year annual contract rate will be billed to the customer upon reestablishment of the expired service contract. Contract price with the 5% administration fee once delinquent = \$68,014.42				
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS <i>64,775.64</i>				

Subcontractor(s)	City	State
Technical Support Operations	Schaumburg	IL
CAROLINIANS MGD SERVICES	Greenville	SC
SSC Network Security	Schaumburg	IL
T4 SUA FIELD IMPLEMENTATION	Lawrenceville	GA
Network Management Operations	Schaumburg	IL
NIO SSA Team	Schaumburg	IL
Call Center Operations	Schaumburg	IL
Myrtle Beach Comm	Myrtle Beach	SC
Worldwide Tech Ed.	Schaumburg	IL
Infrastructure Depot Operations IDO	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

JORDAN MILLER

678-543-5328

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Georgetown County
Contract Number : USC000020990
Contract Modifier : R30-APR-18 16:09:10
Contract Start Date : 01-JUL-2017
Contract End Date : 30-JUN-2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

GEORGETOWN COUNTY SHERIFF'S OFFICE



A. LANE CRIBB, SHERIFF

Memorandum

To: County Council
From: A. Lane Cribb, Sheriff *alc*
Date: 6-1-2018
Re: Letter of Recommendation – Renew Maintenance Agreement (Motorola Solutions)

It is the recommendation of my office to renew the Motorola Solutions Service Maintenance Agreement for the 911 equipment. This Maintenance Agreement ensured coverage on the existing products and services through June 30, 2018 at a cost of \$64,745.64. Motorola Solutions is the original equipment manufacturer. The original purchase of this equipment was secured in 2015 under purchase order # 2016-00000162 for the purchase of Motorola MCC 7500 Dispatch Consoles and equipment.

The current contract was consolidated from two contracts to adjust to have an 11 month cycle and keep a single agreement on our fiscal year cycle. This is a combination of the new contract (S%27461) that is post warranty for the new dispatch consoles that was under warranty until June of 2017. The original contract (S%1176) covers the remaining items that were not part of the new dispatch equipment purchase. The funding is secured in line item 075.901.50414.

Item Number: 6.g
Meeting Date: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Recommendation for **Bid #18-005/Petigru Drive Road Improvements Project.**

The proposed road improvement will provide the following benefits:

- Significantly reduce the recurring maintenance provided by GCPW;
- Eliminate frequent dust complaints from adjoining property owners;
- Provide safer access to Stables Park;
- Complete a critical alternate link between US HWY 17 and the River Club/Hawthorn area;
- Provide a 3' bike lane for Stables Park access; and
- Reduce existing drainage issues, especially when combined with the proposed Club Circle Drainage Outfall Improvements.

CURRENT STATUS:

On May 30, 2018, Georgetown County Department of Public Services received three bids addressing the Petigru Drive Road Improvements Project, which includes the extension of the recently completed SCDOT Petigru Intersection Improvements to Aspen Loop. While all bids were compliant and complete, one was most economical. This bid was submitted by Stone Construction in the base amount of \$755,053.00 with an additional \$10,000.00 allowance for mucking. Delays in this project have resulted in increased construction costs.

POINTS TO CONSIDER:

1) Stone Construction is a reliable and proven contractor currently doing professional work in Georgetown County.

2) Work is scheduled to begin in the third quarter of 2018. The project plans and specifications are attached.

FINANCIAL IMPACT:

This project is included in the Georgetown County Capital Improvement Plan -Transportation Projects, with \$674,682 currently budgeted for construction; however, this is a much needed project, and funds are available in contingency provisions in the transportation section of the CIP to cover the additional funds needed.

OPTIONS:

1. Approve Bid #18-005 be awarded to Stone Construction in the base bid amount of \$755,053.00 with a additional \$10,000.00 allowance for mucking, and authorize use of CIP contingencies in the amount of \$90,371 to provide the necessary funding.

2) Decline to accept the recommendation.

STAFF RECOMMENDATIONS:

Staff recommends the County Council move forward with option #1, above.

ATTORNEY REVIEW:

No

ATTACHMENTS:

	Description	Type
▯	Bid Recommendation for #18-005/Petigru Drive Road Improvements Project	Backup Material



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

Memorandum

To: Purchasing
From: Ray C. Funnye
File #: 316.16
Date: June 5, 2018
Re: Recommendation for Bid #18-005/Petigru Drive Road Improvements

A blue ink signature of Ray C. Funnye, written in a cursive style.

On May 30, 2018 Georgetown County Department of Public Services received three (3) bids for Bid #18-005/Petigru Drive Road Improvements Project. The scope of work includes the extension of the recently completed SCDOT Petigru Intersection Improvements to Aspen Loop. All bids were reviewed for compliance and completeness.

Stone Construction submitted the lowest complete bid, in the base amount of \$755,053.00, with a \$10,000 allowance for Muck.

Stone Construction has successfully completed several projects for the County and is a recommended company.

Based on the aforementioned, I hereby recommend that the award of Bid #18-005/Petigru Drive Road Improvements Project go to Stone Construction, in the base amount of \$755,053.00.

Item Number: 6.h
Meeting Date: 6/14/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Bid #18-040, Apron Expansion Phase IV, Georgetown County Airport

On Wednesday, May 23, 2018, at 3:00 PM, three bids were secured for the **Apron Expansion-Phase IV Project** at Georgetown County Airport. The lowest bid meeting all specifications and requirements was in the amount of \$621,207.00. This project includes the expansion of the existing apron area and will include grading, sedimentation and erosion control, storm drainage, paving (4" P-401 Bituminous Surface Course over 7" P-209 crushed aggregate base course), marking, seal coat, seeding, sodding, and mulching. Work is scheduled to begin in the second quarter of 2018, concurrent with Federal Aviation Administration (FAA) grant approval.

The Apron Expansion project will substantially increase capacity at Georgetown County Airport, providing a positive and lasting effect on the local economy.

CURRENT STATUS:

At the time of this writing, a Grant Application for AIP20/Airport Expansion: Phase IV Construction was presented to the County Administrator for signature, and will be submitted to the FAA no later than June 5, 2018. Although we fully expect to receive grant funding for this project, contract award and notice to proceed will be contingent upon grant award.

Three independent contractors submitted bids, based on the full project manual and drawings available on the Georgetown County Website. A voluntary Pre-Bid Conference and Site Inspection began promptly at 11:00 AM on Wednesday, May 09, 2018 and took place in the first floor conference room at the Georgetown County Airport (identifier "GGE") located at 129 Airport Road (off US-17 South a/k/a Fraser Street), Georgetown, SC 29440.

POINTS TO CONSIDER:

- 1) The aircraft parking apron is located adjacent to the main terminal building at the Georgetown County Airport (GGE).
- 2) This project will be primarily (90%) funded through a grant from the Federal Aviation Administration (FAA). Full compliance with Federal bid procedures utilizing flow down funds will be required. An additional 5% of funding will come from the South Carolina Aeronautics Commission (SCAC), and the final 5% match will be locally funded from fund balance of the General Fund .

FINANCIAL IMPACT:

We confidently anticipate 90% grant funding for this project from the Federal Aviation Association. With acceptance of the lowest bid for this project, funding will be provided by the FAA in the amount of \$559,086.30. The County's matching share will be \$31,060.35. It is also understood that SCAC will provide an equal matching share of \$31,060.35.

OPTIONS:

1) Approve a contract award to R. H. Moore Company, a proven contractor who has previously performed work for Georgetown County Airport in a professional manner, in the amount of \$621,207.00, contingent upon receiving the grant funding previously described, and authorize use of fund balance in the general fund in the amount of \$31,060.35 for the County's match requirement.

2) Decline to approve the recommendation.

STAFF RECOMMENDATIONS:

Staff recommends Option #1, above, to County Council.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Public Bid Opening Document	Backup Material
▢ Apron Expansion Plans; Bid #18-040	Backup Material
▢ Bid Recommendation: #18-040 Apron Expansion Phase IV, Georgetown County Airport	Backup Material



Public Bid Opening Tabulation
BID #18-040 Georgetown County Airport/Apron Expansion
Wednesday, May 23, 2018, at 3:00 PM Eastern Time

PLEASE PRINT

NAME	COMPANY	Base Bid Price				COMMENTS
Louis J Gaudio, VP	Quality Enterprises USA, Inc. Naples, Florida	\$828,710.00				N/A
Kevin Moore, VP	RH Moore Company, Inc. Murrells Inlet, SC	\$621,207.00				N/A
Shawn Godwin, President	Palmetto Corp. of Conway, SC	\$700,390.00				N/A

Banfinger
05/23/18



Public Bid Sign-In

BID Airport

#18-040

Wednesday, May 23, 2018, at 3: PM EasternTime

PLEASE PRINT

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GEORGETOWN COUNTY AIRPORT

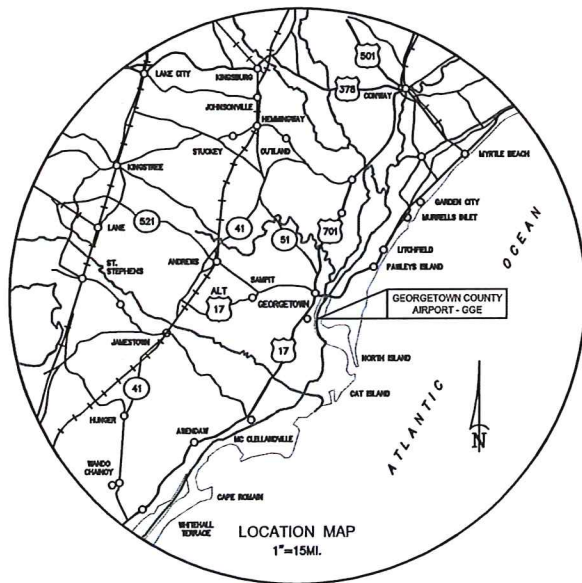
GEORGETOWN, SOUTH CAROLINA

CONSTRUCTION DRAWINGS FOR

APRON EXPANSION (PHASE IV)

AIP NO. 3-45-0024-019

BID NO. 18-040



LOCATION MAP

PLAN	TITLE OF DRAWING	DATE
A1.1	COVER SHEET	JANUARY 2018
A1.2	PROJECT LAYOUT AND SAFETY PLAN	JANUARY 2018
A1.3	PHASING PLAN	JANUARY 2018
S1.1	SURVEY LAYOUT PLAN	JANUARY 2018
EX1.1	EXISTING CONDITIONS AND REMOVAL PLAN	JANUARY 2018
G1.1	GRADING AND PAVING PLAN	JANUARY 2018
D1.1	TYPICAL SECTIONS AND PAVING DETAILS	JANUARY 2018
EC1.1	SEDIMENTATION AND EROSION CONTROL PLAN	JANUARY 2018
EC1.2	EROSION CONTROL NOTES AND DETAILS	JANUARY 2018
EC1.3	EROSION CONTROL DETAILS	JANUARY 2018
M1.1	MARKING PLAN AND MISCELLANEOUS DETAILS	JANUARY 2018
X1.1	CROSS SECTIONS	JANUARY 2018



TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS

14810 SHELLEY DRIVE
WILMINGTON, NC 28405
PHONE: 910-763-5350
FAX: 910-762-6281

EMAIL: TBILLMOT@TALB.COM

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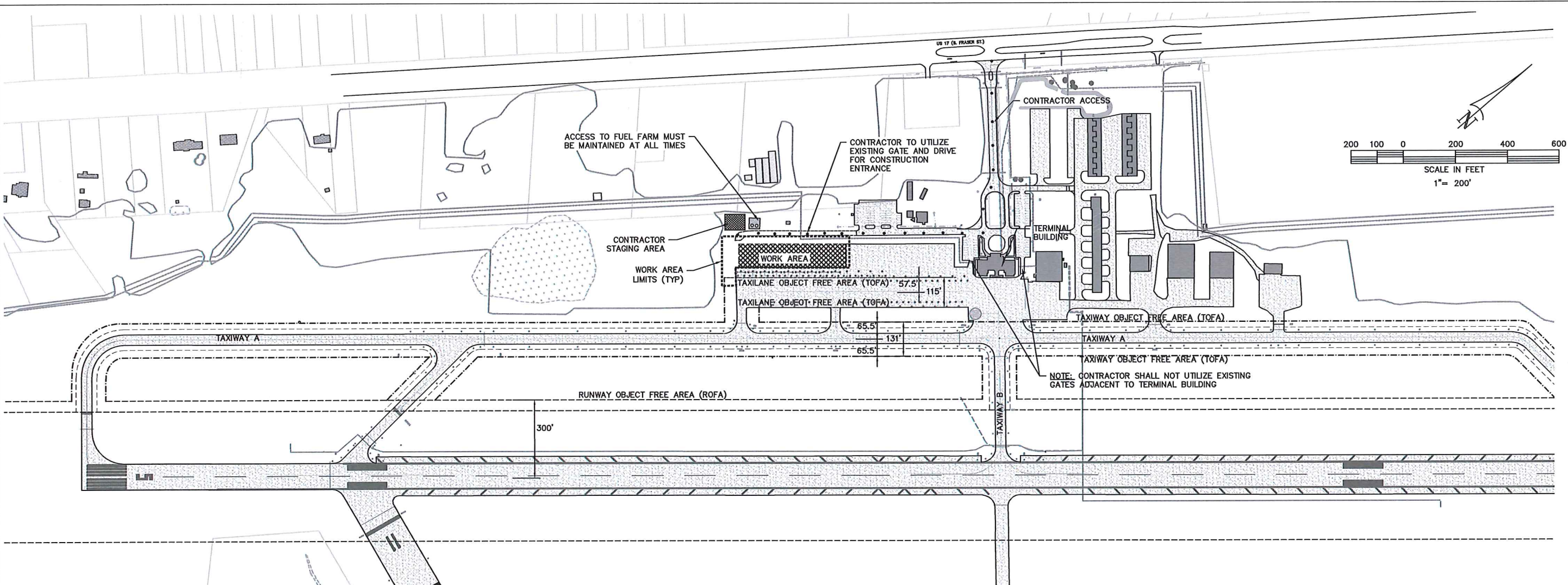
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GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA
APRON EXPANSION (PHASE IV)
COVER SHEET



Date	JANUARY 2018
Scale	NONE
Drawn	JDL
Checked	AMS
Project No.	2601-1702
Sheet No.	

A1.1



SAFETY PLAN REQUIREMENTS

THE INTENT OF THIS PLAN IS TO ESTABLISH CERTAIN SAFETY REQUIREMENTS THAT MUST BE ADHERED TO BY THE CONTRACTOR DURING CONSTRUCTION OF THIS PROJECT. A SECTION OF THE APRON WILL BE CLOSED TO AIR TRAFFIC ON AN INTERMITTENT BASIS TO FACILITATE CONSTRUCTION DURING THIS PROJECT. TAXIWAY 'A' AND RUNWAY 5-23 SHALL REMAIN OPEN AT ALL TIMES. THE AIRPORT WILL REMAIN OPEN TO AIR TRAFFIC AT ALL TIMES. SEE SEQUENCE OF CONSTRUCTION ON SHEETS A1.3.

1. THE PROJECT AREA IS LOCATED WITHIN THE AIRCRAFT OPERATIONS AREA (AOA). THIS IS A CLOSELY MAINTAINED SECURITY AREA WITH RESTRICTED ACCESS. THE CONTRACTOR WILL BE REQUIRED TO MEET ALL REQUIREMENTS FOR ENTERING AND OPERATING IN THIS AREA AT ALL TIMES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE HIMSELF WITH ALL REQUIREMENTS FOR ENTERING AND OPERATING IN THE AOA. FURTHER, IT WILL REMAIN THE CONTRACTOR'S RESPONSIBILITY TO KEEP HIMSELF ADVISED OF ANY CHANGES IN REQUIREMENTS, TO ADHERE TO CURRENT REGULATIONS. CONTRACTOR SHALL ALSO HAVE PERSONNEL TRAINED TO OPERATE AND MONITOR AIRPORT SECURITY GATES USED DURING THE PROJECT.
2. THE CONTRACTOR SHALL NOT BEGIN WORK UNLESS AND UNTIL 72 HOURS PRIOR NOTICE HAS BEEN GIVEN TO THE ENGINEER AND AIRPORT MANAGEMENT. CROSSING OF RUNWAYS OR TAXIWAYS IS ALLOWED ONLY IF THE RUNWAY OR TAXIWAY IS CLOSED. CONTRACTOR IS PROHIBITED FROM ENTERING THE RUNWAY 5-23 SAFETY AREA AT ANY TIME UNLESS THE RUNWAY IS CLOSED. SEE GENERAL NOTE 1.
3. IN AN EMERGENCY SITUATION THE CONTRACTOR SHALL CALL 911 AND NOTIFY THE AIRPORT MANAGEMENT IMMEDIATELY. THE AIRPORT CAN BE REACHED BY PHONE AT 843-545-3638.
4. SEE GENERAL NOTE 4 FOR AIRPORT ENTRY AND DEPARTURE PROCEDURES AND FOR VEHICLE MARKING REQUIREMENTS.
5. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL DESIGNATE A REPRESENTATIVE AND ALTERNATE TO CONTACT ON A 24 HOUR BASIS SHOULD PROBLEMS ARISE. THE CONTRACTOR SHALL PROVIDE A CONTACT LIST FOR ALL SUPERVISORY PERSONNEL AND ALL SUBCONTRACTORS.
6. A DAILY START-UP AND SHUT-DOWN CHECKLIST WILL BE JOINTLY PREPARED BY THE CONTRACTOR AND AIRPORT MANAGEMENT. THE CHECKLIST WILL BE FOLLOWED THROUGHOUT THE PROJECT. THIS CHECKLIST SHALL INCLUDE, BUT NOT BE LIMITED TO BARRICADES, FLAGS, HAUL ROUTES, SECURING OF ACCESS GATES, CLEAN UP, ETC. THE CONTRACTOR'S SITE SUPERVISOR AND LABOR CREW SHALL NOT LEAVE THE WORK SITE UNTIL SUCH TIME AS THE AIRPORT HAS INSPECTED THE AREA AND SIGNED OFF ON THE DAILY CHECKLIST.
7. UNDERGROUND UTILITIES ARE KNOWN TO BE LOCATED IN THE PROJECT AREAS. EXISTING UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO AIRFIELD LIGHTING AND NAVAID POWER AND CONTROL CABLES AND OTHER UTILITIES MAY BE IN THE PATH OF CONSTRUCTION. LOCATIONS OF UTILITIES IF SHOWN ON THE PLANS ARE APPROXIMATE ONLY. ALL UTILITIES AND FACILITIES ARE NOT NECESSARILY INDICATED ON PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT EXISTING UTILITIES AND FACILITIES FROM DAMAGE. SEE PROJECT SPECIAL PROVISIONS. THE CONTRACTOR SHALL COORDINATE WITH AIRPORT MANAGEMENT WHEN WORKING IN AREAS CONTAINING AIRFIELD LIGHTING OR NAVAID CABLE.

CONTACTS ARE:
AIRPORT MR. RICK WESTFALL 843-545-3638

FOR ADDITIONAL REQUIREMENTS RELATED TO PROTECTION OF EXISTING UTILITIES, INCLUDING CABLES, CONTROLS, AND NAVAIDS SEE PROJECT SPECIAL PROVISIONS.

8. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS IN REGARD TO CONSTRUCTION NOISE AND EROSION CONTROL DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL CLEAN ALL CONSTRUCTION AREAS OF LITTER, LOOSE PAPERS, DEBRIS, ETC. ON A DAILY BASIS, OR AS DIRECTED BY THE ENGINEER. PRIOR TO THE CLOSE OF DAILY OPERATIONS, CONTRACTOR SHALL INSPECT ALL ACTIVE AIR OPERATIONS AREAS AND CONSTRUCTION AREA FOR FOD AND LITTER. ALL DEBRIS SHALL BE CLEANED UP AND PROPERLY DISPOSED OF PRIOR TO RELEASE OF CREWS FROM EACH SHIFT.
10. MEN, EQUIPMENT OR OTHER CONSTRUCTION-RELATED MATERIAL ARE NOT ALLOWED WITHIN THE RUNWAY OBJECT FREE AREA (ROFA) OF AN OPEN RUNWAY AT ANY TIME UNLESS THE RUNWAY IS CLOSED OR THE TAXIWAY OBJECT FREE AREA (TOFA) UNLESS THE SECTION OF TAXIWAY IS CLOSED (SEE GENERAL NOTE 1). MEN, EQUIPMENT OR OTHER CONSTRUCTION-RELATED MATERIAL WILL NOT BE PERMITTED CLOSER THAN 150 FEET FROM THE EDGE OF THE RUNWAY OR 50 FEET FROM THE EDGE OF ANY TAXIWAY WITHOUT PRIOR PERMISSION FROM THE AIRPORT MANAGEMENT.
11. DURING CONSTRUCTION, ADJACENT TAXIWAYS AND RUNWAY WILL BE OPEN TO AIRCRAFT UNLESS OTHERWISE NOTED. AIRCRAFT HAVE THE RIGHT OF WAY AT ALL TIMES. CONTRACTOR SHALL BE AWARE OF THE AIRCRAFT MOVEMENTS AND THE JETBLAST AND/OR PROP-WASH ASSOCIATED WITH THESE AIRCRAFT. THE CONTRACTOR SHALL SECURE LOOSE ITEMS AT ALL TIMES AND SHALL LOCATE STOCKPILES OF MATERIALS OR EQUIPMENT AWAY FROM AIRCRAFT OPERATION AREAS.
12. INSPECTION - FREQUENT INSPECTIONS WILL BE MADE BY AIRPORT MANAGEMENT DURING CRITICAL PHASES OF THE WORK TO ENSURE THAT THE CONTRACTOR IS FOLLOWING THE RECOMMENDED AIRFIELD SAFETY PROCEDURES.
13. EXCAVATIONS - CONTRACTOR MUST PROMINENTLY MARK OPEN TRENCHES AND EXCAVATIONS AT THE CONSTRUCTION SITE WITH RED OR ORANGE FLAGS, AS APPROVED BY THE AIRPORT, AND BACKFILL OR LIGHT THEM WITH RED LIGHTS DURING HOURS OF RESTRICTED VISIBILITY OR DARKNESS. OPEN TRENCHES OR EXCAVATIONS ARE NOT PERMITTED WITHIN 200 FEET OF THE RUNWAY CENTERLINE WHILE THE RUNWAY IS OPEN. IF THE RUNWAY MUST BE OPENED BEFORE EXCAVATIONS ARE BACKFILLED, COVER OR BACKFILL THE EXCAVATIONS APPROPRIATELY. COVERINGS FOR OPEN TRENCHES OR EXCAVATIONS MUST BE OF SUFFICIENT STRENGTH TO SUPPORT THE WEIGHT OF THE HEAVIEST AIRCRAFT OPERATING ON THE RUNWAY.
14. ALL AIRFIELD LIGHTING AND LIGHTED SIGNS OUTSIDE AREAS CLOSED FOR CONSTRUCTION SHALL BE KEPT OPERATIONAL THROUGHOUT THE DURATION OF THE PROJECT.
15. NO WORK OR CONSTRUCTION ACTIVITY IS ALLOWED WITHIN THE RUNWAY OBJECT FREE AREA OF AN ACTIVE RUNWAY OR TAXIWAY OBJECT FREE AREA OF AN ACTIVE TAXIWAY. ANY WORK WITHIN AN ACTIVE RUNWAY OBJECT FREE AREA WILL REQUIRE CLOSURE OF THE RUNWAY. NO WORK OR CONSTRUCTION ACTIVITY IS ALLOWED WITHIN THE TAXIWAY OBJECT FREE AREA. ANY WORK WITHIN A ACTIVE TAXIWAY OBJECT FREE AREA WILL REQUIRE CLOSURE OF THE EFFECTED SECTION OF TAXIWAY. PULLBACKS FOR MEN AND EQUIPMENT WITHIN THE RUNWAY OBJECT FREE AREA WILL NOT BE ALLOWED (SEE GENERAL NOTE 1).

GENERAL NOTES:

1. IT IS THE INTENT OF THE OWNER THAT THE GEORGETOWN COUNTY AIRPORT WILL REMAIN OPEN TO AIR TRAFFIC AT ALL TIMES. RUNWAY 5-23 OR TAXIWAY 'A' SHALL NOT BE CLOSED. CONTRACTOR SHALL PROVIDE A MINIMUM 7 BUSINESS DAYS NOTICE TO AIRPORT MANAGEMENT AND ENGINEER PRIOR TO THE PROPOSED APRON AREA CLOSURE DATE. PRIOR TO REOPENING THE APRON, CONTRACTOR MUST REMOVE BARRICADES AND PERFORM A WALK THROUGH OF THE CONSTRUCTION AREA WITH AIRPORT MANAGEMENT, THE RESIDENT PROJECT REPRESENTATIVE, AND ENGINEER TO CONFIRM THAT THE APRON AND SAFETY AREAS ARE FREE OF FOD OR OTHER HAZARDS.
2. PRIOR TO LEAVING WORK EACH DAY, CONTRACTOR SHALL RETURN HIS EQUIPMENT AND MATERIALS TO THE STAGING AREA IDENTIFIED ON THE PLANS.
3. ALL CONTRACTOR PERSONNEL, INCLUDING BUT NOT LIMITED TO, GENERAL LABORERS, SUBCONTRACTORS, DRIVERS, AND JOURNEYMEN WORKING WITHIN ACTIVE AIR OPERATIONS AREAS MUST AT ALL TIMES REMAIN WITHIN VISUAL AND VOICE RANGE OF CONTRACTOR SUPERVISORY PERSONNEL. FOR THE PURPOSES OF THIS PROJECT, THE AIR OPERATIONS AREA (AOA) REFERS TO ALL AREAS WITHIN THE AIRPORT SECURITY FENCE.
4. PRIOR TO ENTERING THE SECURED AOA OF THE AIRPORT EACH DAY, THE CONTRACTOR SHALL CHECK IN WITH THE AIRPORT. CLOSE COORDINATION FOR ACCESS TO WORK AREAS AND SCHEDULES BETWEEN THE CONTRACTOR, OTHER CONTRACTORS WORKING IN THE PROJECT AREA, AND AIRPORT WILL BE REQUIRED THROUGHOUT THE PROJECT.

THE CONTRACTOR SHALL COORDINATE INGRESS-EGRESS REQUIREMENTS WITH THE AIRPORT MANAGEMENT AND RESIDENT PROJECT REPRESENTATIVE. ALL OPEN GATES TO SECURED AIRPORT AREAS SHALL BE MONITORED CONTINUOUSLY BY CONTRACTOR'S PERSONNEL TO CONTROL ACCESS TO SECURED AREA OR SHALL BE CLOSED AND LOCKED. CONTRACTOR PERSONNEL SHALL NOT ALLOW ANY UNAUTHORIZED PERSONNEL TO ENTER THROUGH THE CONSTRUCTION GATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING AND LOCKING ALL GATES WHEN NOT IN USE AND AT THE END OF EACH DAY'S OPERATIONS. CONTRACTOR SHALL INTERLOCK AT PADLOCKED GATES. CONTRACTOR SHALL PROVIDE A COPY OF ALL GATE KEYS TO THE AIRPORT AND RPR. CONTRACTOR SHALL PROVIDE A LIST OF ALL KEY HOLDERS WHICH SHALL BE KEPT UPDATED THROUGHOUT THE PROJECT.

ALL CONSTRUCTION VEHICLES MUST BE CLEARED FOR ACCESS BY THE AIRPORT MANAGEMENT AND RESIDENT PROJECT REPRESENTATIVE. PERSONAL CARS SHALL BE PARKED IN STAGING AREA. ALL VEHICLES OPERATING IN THE AOA SHALL BE LIGHTED OR FLAGGED IN ACCORDANCE WITH FAA ADVISORY CIRCULAR 150/5370-26. COPIES OF THE ADVISORY CIRCULAR WILL BE MADE AVAILABLE UPON REQUEST.

5. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO ASSURE THAT SUCH OPERATIONS DO NOT IMPED ACCESS TO ANY AREA OF THE AIRFIELD AT ANY TIME FOR THE AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLES AND OTHER EMERGENCY VEHICLES. EMERGENCY VEHICLE ACCESS SHALL BE A STANDING AGENDA ITEM FOR ALL PROGRESS MEETINGS. THE CONTRACTOR SHALL COOPERATE FULLY AND IMMEDIATELY WITH ANY DIRECTIVES ISSUED BY AIRPORT MANAGEMENT RELATIVE TO EMERGENCY ACCESS.

NOTAMS (NOTICE TO AIRMEN)

THE AIRPORT MANAGEMENT WILL ISSUE THE NECESSARY NOTAMS TO REFLECT HAZARDOUS CONDITIONS. IT IS IMPORTANT THAT NOTAMS BE KEPT CURRENT AND REFLECT THE ACTUAL CONDITIONS WITH RESPECT TO CONSTRUCTION SITUATIONS. ACTIVE NOTAMS SHALL BE REVIEWED PERIODICALLY AND REVISED TO REFLECT THE CURRENT CONDITIONS.

6. ACCESS ROADS TO BE USED UNDER THIS CONTRACT SHALL BE THOSE DESIGNATED AND APPROVED BY THE ENGINEER. IN GENERAL, THE CONTRACTOR SHALL CONFINED HIS EQUIPMENT AND HAULING WHERE PRACTICAL TO EXISTING ROADS ON THE AIRPORT. IF EXISTING PAVEMENT OR ROAD SURFACE IS DAMAGED BY THE CONTRACTOR'S HAULING OPERATIONS, IT SHALL BE REPAIRED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. HAUL ROADS ACROSS TURFED AREAS SHALL BE REPAIRED, SCARIFIED, SEEDED, MULCHED, AND FERTILIZED AT THE CONTRACTOR'S EXPENSE. METAL TRACK VEHICLES WILL NOT BE PERMITTED TO OPERATE ON OR ACROSS EXISTING PAVEMENT WITHOUT PROTECTIVE MATTING TO PREVENT MARKING OF THE PAVEMENT SURFACE. ACCESS ROADS SHALL BE CONSTRUCTED BY CONTRACTOR AS REQUIRED. ALL COSTS ASSOCIATED WITH SUPPLYING, CONSTRUCTING, MAINTAINING AND RESTORING TEMPORARY HAUL AND ACCESS ROADS SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR "MOBILIZATION".
7. ALL EXISTING FACILITIES WILL BE CAREFULLY PROTECTED BY THE CONTRACTOR. ANY FACILITIES DAMAGED BY THE CONTRACTOR WILL BE REPAIRED IMMEDIATELY AND RESTORED TO ORIGINAL CONDITION AT CONTRACTOR'S COST.
8. CONTRACTOR WILL, BY WATERING, CHEMICALS, VEGETATION, OR OTHER MEANS, PREVENT THE OCCURRENCE OF DUST WHICH WILL BE OBJECTIONABLE TO THE RESIDENTS OF THE AREA OR VIOLATE EXISTING LAWS OR REGULATION OR CAUSE HAZARDS TO AIR TRAFFIC.
9. CONTRACTOR MAY ENCOUNTER WET CONDITIONS DURING CONSTRUCTION. ALL COST FOR DEMATERING IS CONSIDERED INCIDENTAL TO COST OF ITEMS OF WORK BID UPON.
10. SEE PROJECT SPECIAL PROVISIONS FOR PROTECTION OF UTILITIES.

CONSTRUCTION CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR SHALL HAVE AVAILABLE A COPY OF THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) AND PROJECT AIRPORT SAFETY PLAN ON SITE AT ALL TIMES. SEE APPENDIX 'G' OF THE SPECIFICATIONS.
2. CONTRACTOR SHALL COMPLY WITH THE AIRPORT SAFETY PLAN ASSOCIATED WITH THE CONSTRUCTION PROJECT AND ENSURE THAT CONSTRUCTION PERSONNEL ARE FAMILIAR WITH SAFETY PROCEDURES AND REGULATIONS ON THE AIRPORT.
3. CONTRACTOR SHALL PROVIDE A POINT OF CONTACT WHO WILL COORDINATE AN IMMEDIATE RESPONSE TO CORRECT ANY CONSTRUCTION-RELATED ACTIVITY THAT MAY ADVERSELY AFFECT THE OPERATIONAL SAFETY OF THE AIRPORT.
4. CONTRACTOR SHALL PROVIDE A SAFETY/CONSTRUCTION INSPECTOR FAMILIAR WITH AIRPORT SAFETY TO MONITOR CONSTRUCTION ACTIVITIES.
5. CONTRACTOR SHALL RESTRICT MOVEMENT OF CONSTRUCTION VEHICLES TO CONSTRUCTION AREAS BY FLAGGING AND BARRICADING, ERECTING TEMPORARY FENCING, OR PROVIDING FLAGMEN OR ESCORTS AS APPROPRIATE.
6. CONTRACTOR SHALL ENSURE THAT NO CONSTRUCTION EMPLOYEES, EMPLOYEES OF SUBCONTRACTORS OR SUPPLIERS, OR OTHER PERSONS ENTER ANY PART OF THE ACTIVE AIR OPERATIONS AREAS (AOA) FROM THE CONSTRUCTION SITE UNLESS AUTHORIZED.



GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA
APRON EXPANSION (PHASE IV)
PROJECT LAYOUT AND
SAFETY PLAN

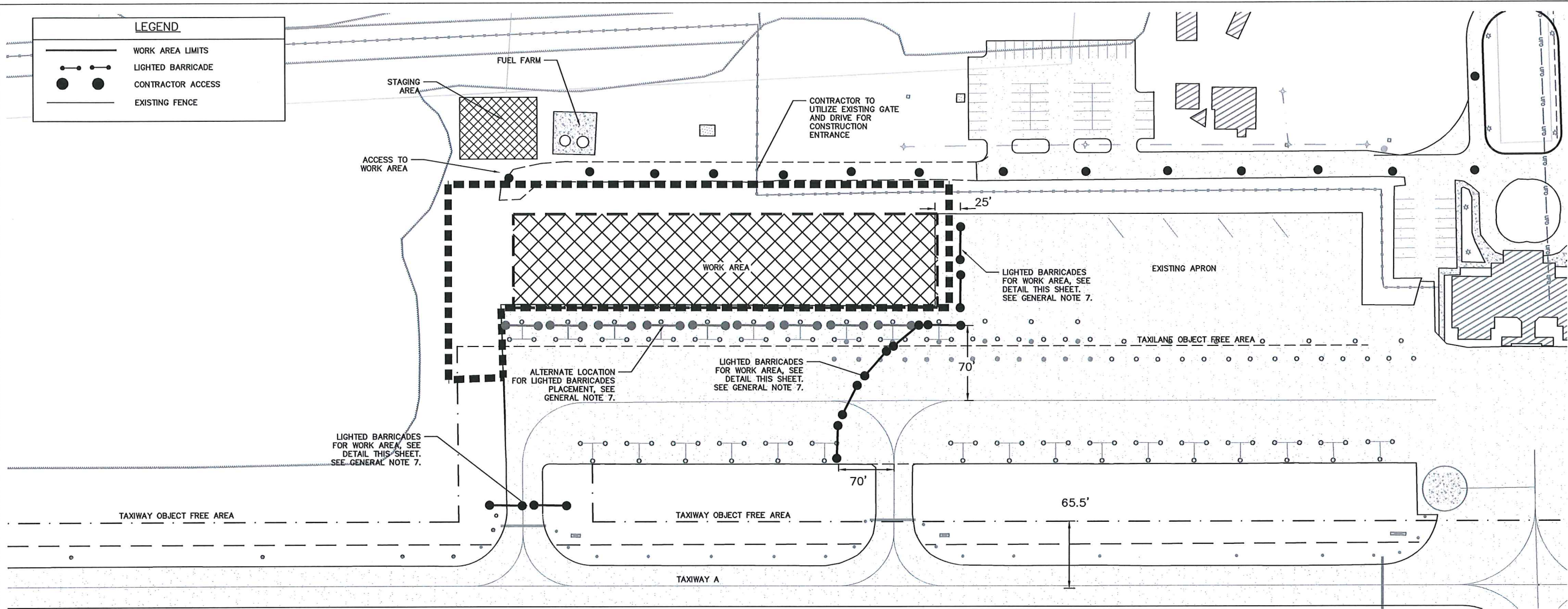


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Scale	1" = 200'
Drawn	BPE/JDL
Checked	AMS
Project No.	2601-1702
Sheet No.	

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TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS
4810 SHELLEY DRIVE
WILMINGTON, NC 28405
PHONE: 910-762-4281
FAX: 910-762-5350
EMAIL: TBILL@TBILL.COM
SC LICENSE NO. C00386



THE SEQUENCE OF CONSTRUCTION FOR THIS PROJECT WILL FOLLOW TYPICAL PATTERN FOR PROJECTS OF THIS TYPE, INCLUDING ESTABLISHMENT OF STAGING AREA AND STOCKPILE AREA, INSTALLATION OF APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES, GRADING, PAVING, MARKING, AND SEEDING AND MULCHING.

THE FOLLOWING SEQUENCE OF CONSTRUCTION HAS BEEN DEVELOPED TO HELP THE CONTRACTOR UNDERSTAND THE OPERATIONAL NEEDS OF THE AIRPORT AND HELP ENSURE MINIMAL CLOSURE TIME TO THE APRON AREA. IN ACCORDANCE WITH THE SPECIFICATIONS THE CONTRACTOR SHALL PROVIDE A DETAILED SCHEDULE OF CONSTRUCTION TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. CONTRACTOR HAS 60 CALENDAR DAYS TO COMPLETE ALL WORK.

PRIOR TO BEGINNING PROJECT AND CONTRACT START TIME

1. DEVELOP DETAILED SCHEDULE TO ENSURE CONSTRUCTION CAN BE COMPLETED FOR ALL WORK WITHIN CONSTRUCTION TIME ALLOTTED FOR THE PROJECT.
2. CONTRACTOR MAY COMPLETE REQUIRED SURVEY WORK ON PROJECT AREA PRIOR TO CONSTRUCTION START TIME. SCHEDULING FOR THE SURVEY WORK WILL BE REQUIRED TO BE APPROVED BY AIRPORT MANAGEMENT. SEE PROJECT SPECIAL PROVISIONS.

WORK AREA

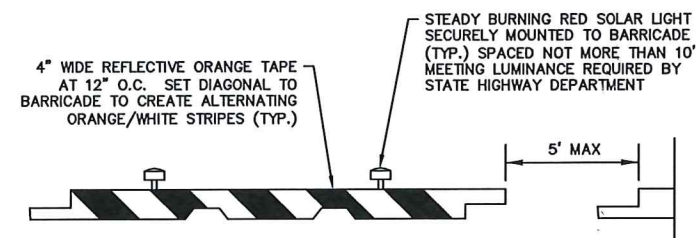
1. MOBILIZE EQUIPMENT AND DEVELOP ACCESS ROAD AS REQUIRED. ESTABLISH STAGING AREA. THE LOCATION OF THE STAGING AREA SHALL BE COORDINATED WITH THE AIRPORT MANAGEMENT.
2. INSTALL LIGHTED BARRICADES AT LOCATIONS SHOWN. CONTRACTOR WILL BE WORKING ADJACENT TO ACTIVE APRON OPERATIONS AREAS AND SHALL UTILIZE CAUTION AS REQUIRED BY THE SAFETY PLAN.
3. INSTALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES.
4. COMPLETE EXCAVATION AND GRADING OPERATIONS AND FINE GRADING APRON SUBGRADE. COMPACT SUBGRADE AS REQUIRED.
5. COMPLETE PLACEMENT, GRADING, AND COMPACTION OF AGGREGATE BASE COURSE.
6. APPLY BITUMINOUS PRIME COAT IN ACCORDANCE WITH SPECIFICATIONS.
7. COMPLETE PAVING OPERATIONS ON THE APRON. PAVEMENT SHALL BE PLACED IN TWO LIFTS INCLUDING 2.5" LIFT (P-401 BITUMINOUS SURFACE COURSE) AND ONE 1.5" LIFT (P-601 FUEL RESISTANT BITUMINOUS SURFACE COURSE).
8. COMPLETE PLACEMENT OF SHOULDER FILL, COMPACT AND FINE GRADE SHOULDERS IN ACCORDANCE WITH DETAILS SHOWN ON THE PLANS.
9. COMPLETE THE FIRST APPLICATION OF PAVEMENT MARKING ON THE APRON. MARKING

SHALL BE INSTALLED WITHOUT BEADS.

10. COMPLETE INSTALLATION OF SOD ALONG THE EDGE OF PAVEMENT AND SEEDING AND MULCHING OPERATIONS AS REQUIRED. RESTORE ALL DISTURBED AREAS AND SEED AND MULCH ALL AREAS AS REQUIRED.
11. REMOVE SILT FENCE ALONG PAVEMENT EDGE. GRADE, SEED, AND MULCH AS REQUIRED.
12. REMOVE ALL EQUIPMENT, MATERIALS, AND DEBRIS.
13. REMOVE LIGHTED BARRICADES AND RE-OPEN APRON TO AIR OPERATIONS.
14. AFTER SPECIFIED WAITING PERIOD, COMPLETE FINAL PAVEMENT MARKING APPLICATION WITH BEADS. CONTRACTOR WILL BE REQUIRED TO CLOSE SECTIONS OF THE APRON DURING MARKING APPLICATION. PLACE LIGHTED BARRICADES AS REQUIRED FOR CLOSING OF APRON AREA AS REQUIRED. REMOVE BARRICADES AFTER MARKING OPERATIONS ARE COMPLETED AND RE-OPEN APRON.

GENERAL NOTES:

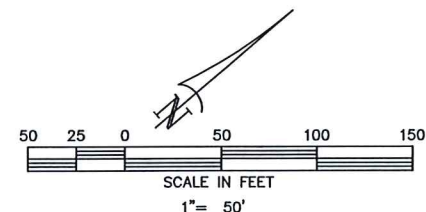
1. SAFETY REQUIREMENTS AND LIGHTED BARRICADES SHOWN ARE TO BE UTILIZED DURING CONSTRUCTION. LIGHTED BARRICADES SHALL BE INSTALLED, REMOVED, OR RELOCATED AS REQUIRED FOR COMPLIANCE WITH SAFETY PLAN AND PHASING PLANS.
2. DURING WORK OPERATIONS IN PROJECT AREA, TAXIWAY "A" AND NORTHERN APRON AREA SHALL REMAIN OPEN. CONSTRUCTION PERSONNEL AND VEHICLES SHALL NOT ENTER ACTIVE AIR OPERATIONS AREAS WITHOUT PRIOR APPROVAL OF AIRPORT MANAGEMENT.
3. CONTRACTOR ACCESS TO WORK AREA WILL BE ALONG CONTRACTOR ACCESS ROAD AND THE SOUTHWEST END OF THE APRON. TAXIWAY "A" SHALL REMAIN AN ACTIVE AIR OPERATIONS AREA THROUGHOUT THE DURATION OF CONSTRUCTION. AIRCRAFT TRAFFIC SHALL HAVE THE RIGHT OF WAY AT ALL TIMES.
4. TAXILANE ACROSS NORTHERN APRON TO REMAIN OPEN AT ALL TIMES, AS SHOWN. THE NORTHERN PORTION OF THE APRON SHALL REMAIN OPEN AND BE UTILIZED FOR THE PARKING OF AIRCRAFT. CONTRACTOR SHALL UTILIZE EXTREME CAUTION WHEN CROSSING APRON AND APRON TAXILANE. AIRCRAFT SHALL HAVE THE RIGHT OF WAY AT ALL TIMES.
5. SEE SAFETY PLAN REQUIREMENTS, SHEET A1.2, AND PROJECT SPECIAL PROVISIONS FOR OTHER SAFETY RELATED ITEMS.
6. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A POWER BROOM ON SITE AT ALL TIMES FOR CLEANUP OF SPILLAGE. THE CONTRACTOR SHALL CLOSELY MONITOR ADJACENT ACTIVE AIR OPERATION AREAS FOR SPILLAGE AND/OR DEBRIS. ALL SPILLAGE AND/OR DEBRIS SHALL BE IMMEDIATELY CLEANED UP AND REMOVED FROM THE AIR OPERATIONS AREA.
7. THE CONTRACTOR SHALL INSTALL LIGHTED BARRICADES AS SHOWN. FOR WEEKENDS WHEN CONTRACTOR IS NOT WORKING OR AS REQUESTED BY AIRPORT, THE CONTRACTOR SHALL RELOCATE LIGHTED BARRICADES TO ALTERNATE LOCATION TO OPEN APRON CONNECTOR TAXIWAY AND TO ALLOW AIRCRAFT PARKING ON SOUTHERN EDGE OF APRON. RELOCATION OF THE LIGHTED BARRICADES SHALL BE COORDINATED WITH RPR AND AIRPORT. LIGHTED BARRICADES SHALL BE RETURNED TO ORIGINAL LOCATION WHEN CONTRACTOR IS WORKING OR AS DIRECTED.



LOW PROFILE LIGHTED BARRICADE
NOT TO SCALE

AVIATION BARRICADE NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AVIATION BARRICADES IN SUFFICIENT QUANTITIES TO COMPLETE THE WORK FOR THIS CONTRACT.
2. LOW PROFILE LIGHTED BARRICADES SHALL BE MULTI-BARRIER AIRPORT RUNWAY BARRICADE AR10X96 AND SOLAR LIGHTS SHALL BE PROVIDED FOR THE BARRICADES AS MANUFACTURED BY OFF THE WALL PRODUCTS, LLC. OR APPROVED EQUAL. THE CONTRACTOR SHALL PROVIDE WATER NECESSARY TO FILL THE BARRICADES AND ENSURE ADEQUATE WATER HAS BEEN PROVIDED TO ANCHOR THE BARRICADES IN PLACE.
3. CONTRACTOR SHALL CHECK LIGHTS DAILY TO VERIFY THAT THEY ARE IN WORKING CONDITION AND SHALL REPLACE LIGHTS AS REQUIRED.
4. CONTRACTOR SHALL INSTALL BARRICADES AT LOCATIONS SHOWN ON INDIVIDUAL PLAN SHEETS. BARRICADES SHALL BE MOVED AND RELOCATED AS REQUIRED. BARRICADES SHALL BE INSTALLED WITH MAXIMUM 5' SPACE BETWEEN BARRICADE AND CONTRACTOR SHALL LEAVE ONE 15' SPACE FOR EMERGENCY VEHICLES. PROVIDE HOLD DOWN AND LATERAL SUPPORT TO PREVENT OVERTURNING FROM PROP WASH AND JET BLAST.



GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA
APRON EXPANSION (PHASE IV)
PHASING PLAN



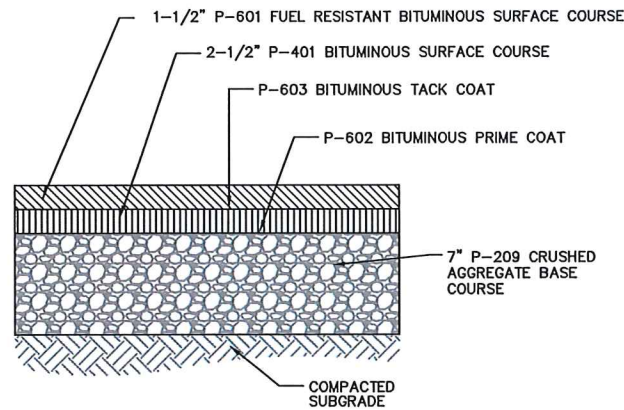
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TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS
4810 SHELLEY DRIVE
WILMINGTON, NC 28405
PHONE: 910-763-5350
FAX: 910-762-0281
EMAIL: TBILL@TBILL.COM
SC LICENSE NO. C00386

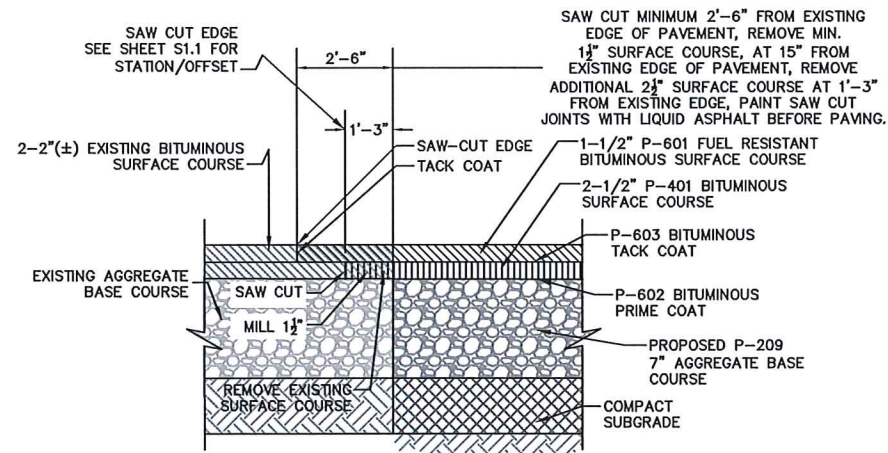


APRON PAVEMENT SECTION
NOT TO SCALE

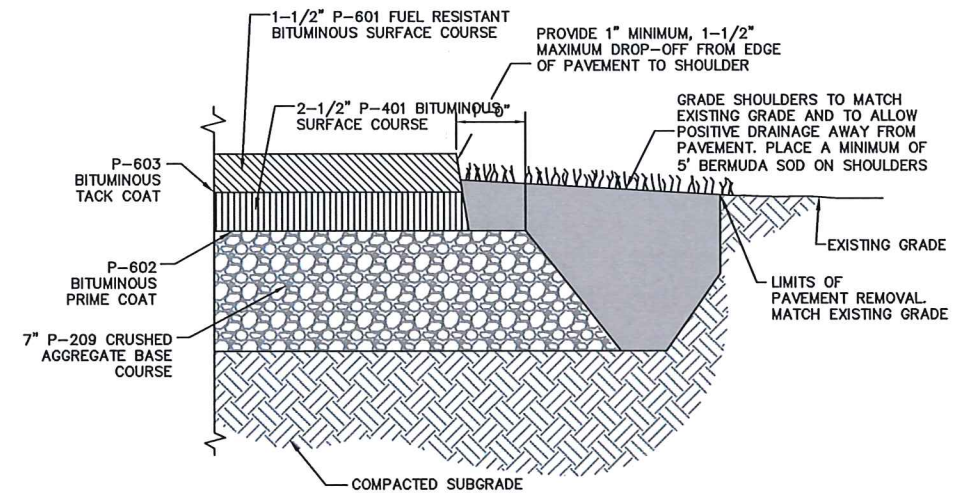
NOTE:

WHERE REQUIRED, FILL MATERIAL PLACED UNDER THE PROPOSED PAVEMENT SECTION SHALL BE BORROW EMBANKMENT (P-152) COMPACTED IN ACCORDANCE WITH SPECIFICATION SECTION P-152.

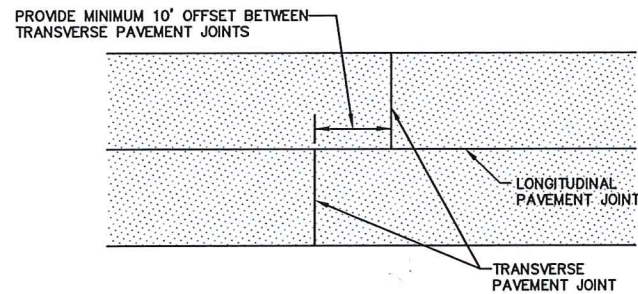
WHERE PAVEMENT SECTION IS CONSTRUCTED DIRECTLY ON EXISTING SUBGRADE, THE EXPOSED SUBGRADE SHALL BE COMPACTED IN ACCORDANCE WITH SPECIFICATION SECTION P-152.



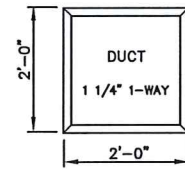
TYPICAL PAVEMENT TIE-IN DETAIL AT APRON EDGE - 4\"/>



APRON PAVEMENT EDGE DETAIL
NOT TO SCALE

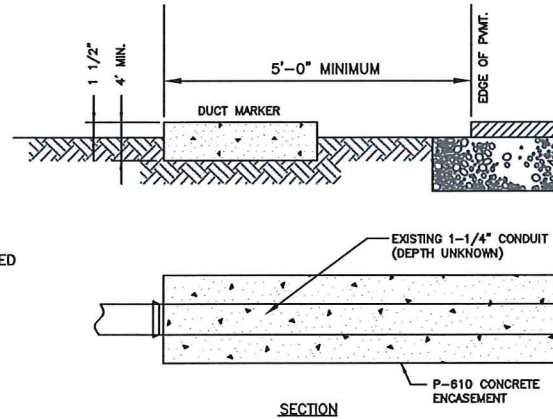


TRANSVERSE PAVEMENT JOINTS
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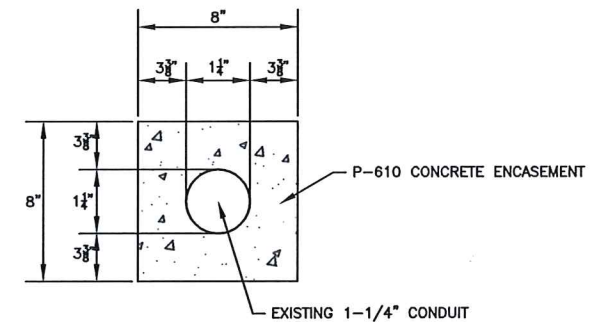


1. MARKER DESIGNATIONS SHALL BE INSCRIBED ON MARKER IN LETTERS 4" HIGH x 3" WIDE WITH 1/2" LINE THICKNESS SPACED 1 1/2" APART IN A MANNER ACCEPTABLE TO THE ENGINEER. SEE ITEM L-108 OF THE SPECS.
2. DUCT MARKER SHOULD INDICATE NUMBER AND SIZE (i.e. 2W-4in.) OF DUCT.
3. ARROWS SHALL BE ADDED, WHEN NECESSARY, TO INDICATE CHANGE OF DIRECTION OF CABLE RUN.

DUCT MARKER DETAIL
NOT TO SCALE



UNDERGROUND DUCT & MARKER
NOT TO SCALE



CONCRETE ENCASEMENT FOR 1-1/4\"/>

NOTE: CONCRETE ENCASEMENT OF CONDUIT SHALL BE MEASURED AND PAID FOR ON A LINEAR FOOT BASIS UNDER ITEM "CONCRETE ENCASEMENT FOR 1-1/4\"/>

- LEGEND**
- P-601 FUEL RESISTANT BITUMINOUS SURFACE COURSE
 - P-401 BITUMINOUS PAVEMENT
 - P-209 CRUSHED AGGREGATE BASE COURSE
 - SHOULDER GRADING
 - EXISTING SUBGRADE

REV. NO.	DESCRIPTION	DATE



Date	JANUARY 2018
Scale	NOT TO SCALE
Drawn	JDL
Checked	AMS
Project No.	2601-1702
Sheet No.	



NOTE:
FOR DEWATERING EXCAVATION FOR EXCAVATED PAVEMENT SECTION, CONTRACTOR SHALL USE PUMP AND DEWATERING BAG INSTALLED AT LOW POINT. SEE DETAIL SHEET EC1.2.
CONTRACTOR SHALL REMOVE AND DISPOSE OF FULL BAGS AS REQUIRED. CONTRACTOR SHALL INSTALL NEW BAGS AS REQUIRED.

NOTE: CONTRACTOR SHALL LAYOUT ACCESS ROAD AND STOCKPILE AREA FOR REVIEW BY ENGINEER AND OWNER PRIOR TO BEGINNING CONSTRUCTION

STOCKPILE AREA
INSTALL SILT FENCE AROUND AREA AND ON THE WEST SIDE OF THE CONTRACTOR ACCESS ROAD

TEMPORARY CONSTRUCTION ENTRANCE
SEE DETAIL ON SHEET EC1.2

INSTALL TEMPORARY ROCK SEDIMENT DIKE
SEE DETAIL ON SHEET EC1.3

CONCRETE WASH OUT AREA
SEE DETAIL BELOW

EXISTING GATE

INSTALL 5' WIDTH (DISTURBED SHOULDER) WITH SOD. SEED AND MULCH REMAINING DISTURBED AREAS. SEE TYPICAL APRON PAVEMENT EDGE DETAIL ON SHEET D1.1.

LIMITS OF DISTURBANCE

INSTALL SILT FENCE (TYP.)
SEE DETAIL ON SHEET EC2.1

EXISTING APRON

APRON EXPANSION

EXISTING APRON

TAXIWAY A

SEQUENCE OF CONSTRUCTION

THE FOLLOWING SEQUENCE OF CONSTRUCTION HAS BEEN DEVELOPED TO HELP THE CONTRACTOR UNDERSTAND THE OPERATIONAL NEEDS OF THE AIRPORT AND HELP ENSURE MINIMAL CLOSURE TIME TO APRON AREA. IN ACCORDANCE WITH THE SPECIFICATIONS THE CONTRACTOR SHALL PROVIDE A DETAILED SCHEDULE OF CONSTRUCTION TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. CONTRACTOR HAS 60 CALENDAR DAYS TO COMPLETE ALL WORK.

PRIOR TO BEGINNING PROJECT AND CONTRACT START TIME

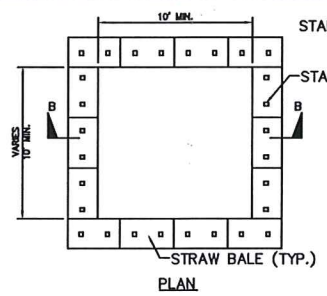
1. OBTAIN ALL NECESSARY PERMITS BEFORE STARTING CONSTRUCTION.
2. NOTIFY DHEC AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
3. DEVELOP DETAILED SCHEDULE TO ENSURE CONSTRUCTION CAN BE COMPLETED WITHIN CONSTRUCTION TIME ALLOTTED FOR THE PROJECT.
4. CONTRACTOR MAY COMPLETE REQUIRED SURVEY WORK ON PROJECT AREA PRIOR TO CONSTRUCTION START TIME. SCHEDULING FOR THE SURVEY WORK WILL BE REQUIRED TO BE APPROVED BY AIRPORT MANAGEMENT. SEE PROJECT SPECIAL PROVISIONS.

WORK AREA

1. MOBILIZE EQUIPMENT AND DEVELOP ACCESS ROAD AS REQUIRED. ESTABLISH STAGING AREA. THE LOCATION OF THE STAGING AREA SHALL BE COORDINATED WITH THE AIRPORT MANAGEMENT.
2. INSTALL LIGHTED BARRICADES AT LOCATIONS SHOWN.
3. INSTALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES.
4. COMPLETE EXCAVATION AND GRADING OPERATIONS AND FINE GRADING APRON SUBGRADE. COMPLETE SUBGRADE AS REQUIRED.
5. COMPLETE PLACEMENT, GRADING, AND COMPACTION OF AGGREGATE BASE COURSE.
6. APPLY BITUMINOUS PRIME COAT IN ACCORDANCE WITH SPECIFICATIONS.
7. COMPLETE PAVING OPERATIONS ON THE APRON. PAVEMENT SHALL BE PLACED IN TWO LIFTS INCLUDING A 2-1/2" LIFT (P-401 BITUMINOUS SURFACE COURSE) AND A 1-1/2" LIFT (P-601 FUEL RESISTANT BITUMINOUS SURFACE COURSE).
8. COMPLETE PLACEMENT OF SHOULDER FILL, COMPACTION, AND FINE GRADE SHOULDERS IN ACCORDANCE WITH DETAILS SHOWN ON THE PLANS.
9. COMPLETE THE FIRST APPLICATION OF PAVEMENT MARKING ON THE APRON. MARKING SHALL BE INSTALLED WITHOUT BEADS.
10. COMPLETE INSTALLATION OF SOD ALONG THE EDGE OF PAVEMENT AND SEEDING AND MULCHING OPERATIONS AS REQUIRED. RESTORE ALL DISTURBED AREAS AND SEED AND MULCH ALL AREAS AS REQUIRED.
11. REMOVE SILT FENCE ALONG EDGE OF WORK AREA. GRADE, SEED, AND MULCH AS REQUIRED.
12. REMOVE ALL EQUIPMENT, MATERIALS, AND DEBRIS FROM WORK AREA.
13. REMOVE LIGHTED BARRICADES AND RE-OPEN APRON TO AIR OPERATIONS.
14. AFTER SPECIFIED WAITING PERIOD, COMPLETE FINAL PAVEMENT MARKING APPLICATION. CONTRACTOR WILL BE REQUIRED TO CLOSE SECTIONS OF THE APRON DURING MARKING APPLICATION. PLACE LIGHTED BARRICADES AS REQUIRED FOR CLOSING OF APRON AREA AS REQUIRED. REMOVE BARRICADES AFTER MARKING OPERATIONS ARE COMPLETED AND RE-OPEN APRON.
15. SUBMIT NOTICE OF TERMINATION (NOT) AND AS-BUILT TO DHEC.

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE OS-SWPPP FOR THE PROJECT. THE OS-SWPPP SHALL BE LOCATED AND MAINTAINED IN ROOM 119 OF THE AIRPORT TERMINAL BUILDING.
2. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE AN AS-BUILT SURVEY FOR THE PROJECT IN ACCORDANCE WITH SECTION PSP-13 OF THE SPECIAL PROVISIONS. THE SURVEY SHALL BE PREPARED BY A SOUTH CAROLINA LICENSED LAND SURVEYOR.



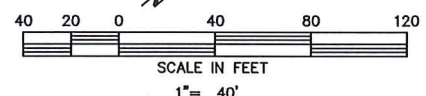
LETTERS A MINIMUM OF 5" IN HEIGHT

CONCRETE WASHOUT

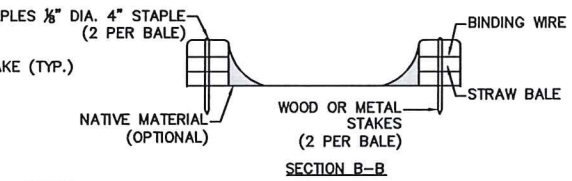
CONCRETE WASHOUT SIGN DETAIL

CONCRETE WASHOUT AREA DETAIL

NOT TO SCALE



1"= 40'



NOTES:

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. INSTALL CONCRETE WASHOUT SIGN (24"x24", MINIMUM) WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL.
4. CLEAN OUT CONCRETE WASHOUT AREA WHEN 50% FULL.
5. THE KEY TO FUNCTIONAL CONCRETE WASHOUTS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR CLEAN OUT.
6. SILT FENCE SHALL BE INSTALLED AROUND PERIMETER OF CONCRETE WASHOUT AREA EXCEPT FOR THE SIDE UTILIZED FOR ACCESSING THE WASHOUT.

LEGEND

- EXISTING BITUMINOUS PAVEMENT
- EXISTING STORMDRAIN
- EXISTING DRAINAGE DITCH/SWALE
- EXISTING RSA
- EXISTING ROFA
- PROPOSED BITUMINOUS PAVEMENT
- LIMITS OF DISTURBANCE
- TEMPORARY SILT FENCE
- PROPOSED BERMUDA SOD
- CONTRACTOR'S ACCESS

GEORGETOWN COUNTY AIRPORT GEORGETOWN, SOUTH CAROLINA APRON EXPANSION (PHASE IV) EROSION AND SEDIMENT CONTROL PLAN



Date JANUARY 2018
Scale NOT TO SCALE
Drawn JDL
Checked AMS
Project No. 2601-1702
Sheet No.

EC1.1

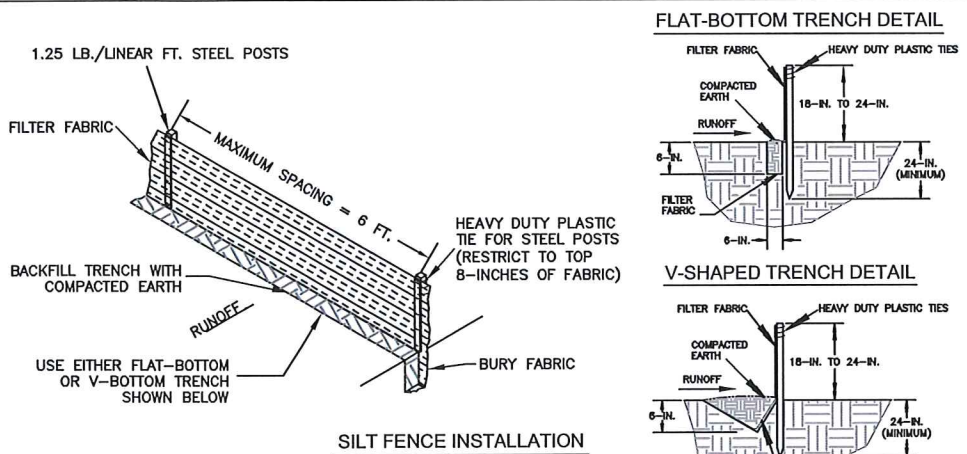
TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS
4810 SHELLEY DRIVE
WILMINGTON, NC 28405
PHONE 910-763-5350
FAX 910-762-6281
SC LICENSE NO. C00398
EMAIL TB@TALBERTBRIGHT.COM

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REV. NO.	DESCRIPTION	DATE

I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976, AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCR100000.





WHEN AND WHERE TO USE IT

DO NOT PLACE SILT FENCE ACROSS CHANNELS OR IN OTHER AREAS SUBJECT TO CONCENTRATED FLOWS. SILT FENCE SHOULD NOT BE USED AS A VELOCITY CONTROL BMP. CONCENTRATED FLOWS ARE ANY FLOWS GREATER THAN 0.5 CFS. MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE SILT FENCE SHALL BE 100- FEET. MAXIMUM SLOPE STEEPNESS (NORMAL [PERPENDICULAR] TO THE FENCE LINE) SHALL BE 2:1. SILT FENCE JOINTS, WHEN NECESSARY, SHALL BE COMPLETED BY ONE OF THE FOLLOWING OPTIONS: WRAP EACH FABRIC TOGETHER AT A SUPPORT POST WITH BOTH ENDS FASTENED TO THE POST, WITH A 1-FOOT MINIMUM OVERLAP; OVERLAP SILT FENCE BY INSTALLING 3- FEET PASSED THE SUPPORT POST TO WHICH THE NEW SILT FENCE ROLL IS ATTACHED. ATTACH OLD ROLL TO NEW ROLL WITH HEAVY-DUTY PLASTIC TIES; OR, OVERLAP ENTIRE WIDTH OF EACH SILT FENCE ROLL FROM ONE SUPPORT POST TO THE NEXT SUPPORT POST.

ATTACH FILTER FABRIC TO THE STEEL POSTS USING HEAVY-DUTY PLASTIC TIES THAT ARE EVENLY SPACED WITHIN THE TOP 8-INCHES OF THE FABRIC. INSTALL THE SILT FENCE PERPENDICULAR TO THE DIRECTION OF THE STORMWATER FLOW AND PLACE THE SILT FENCE THE PROPER DISTANCE FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT. INSTALL SILT FENCE CHECKS (TIE-BACKS) EVERY 50-100 FEET, DEPENDENT ON SLOPE, ALONG SILT FENCE THAT IS INSTALLED WITH SLOPE AND WHERE CONCENTRATED FLOWS ARE EXPECTED OR ARE DOCUMENTED ALONG THE PROPOSED/INSTALLED SILT FENCE.

MATERIALS
STEEL POSTS
USE 48-INCH LONG STEEL POSTS THAT MEET THE FOLLOWING MINIMUM PHYSICAL REQUIREMENTS: COMPOSED OF HIGH STRENGTH STEEL WITH MINIMUM YIELD STRENGTH OF 50,000 PSI. HAVE A STANDARD "T" SECTION WITH A NOMINAL FACE WIDTH OF 1.38-INCHES AND NOMINAL "T" LENGTH OF 1.48-INCHES. WEIGH 1.25 POUNDS PER FOOT (± 8%). HAVE A SOIL STABILIZATION PLATE WITH A MINIMUM CROSS SECTION AREA OF 17-SQUARE INCHES ATTACHED TO THE STEEL POSTS. PAINTED WITH A WATER BASED BAKED ENAMEL PAINT.

USE STEEL POSTS WITH A MINIMUM LENGTH OF 48 INCHES, WEIGHING 1.25 POUNDS PER LINEAR FOOT (± 8%) WITH PROJECTIONS TO AID IN FASTENING THE FABRIC. WHEN HEAVY CLAY SOILS ARE PRESENT ON SITE, STEEL POSTS WILL HAVE A METAL SOIL STABILIZATION PLATE WELDED NEAR THE BOTTOM SUCH THAT WHEN THE POST IS DRIVEN TO THE PROPER DEPTH, THE PLATE WILL BE BELOW THE GROUND LEVEL FOR ADDED STABILITY. THE SOIL PLATES SHOULD HAVE THE FOLLOWING CHARACTERISTICS: BE COMPOSED OF MINIMUM 15 GAUGE STEEL AND HAVE A MINIMUM CROSS SECTION AREA OF 17-SQUARE INCHES.

GEOTEXTILE FILTER FABRIC
SILT FENCE MUST BE COMPOSED OF WOVEN GEOTEXTILE FILTER FABRIC THAT CONSISTS OF THE FOLLOWING REQUIREMENTS: COMPOSED OF FIBERS CONSISTING OF LONG CHAIN SYNTHETIC POLYMERS OF AT LEAST 85% BY WEIGHT OF POLYOLEFINS, POLYESTERS, OR POLYAMIDES THAT ARE FORMED INTO A NETWORK SUCH THAT THE FILAMENTS OR YARNS RETAIN DIMENSIONAL STABILITY RELATIVE TO EACH OTHER; FREE OF ANY TREATMENT OR COATING WHICH MIGHT ADVERSELY ALTER ITS PHYSICAL PROPERTIES AFTER INSTALLATION; FREE OF ANY DEFECTS OR FLAWS THAT SIGNIFICANTLY AFFECT ITS PHYSICAL AND/OR FILTERING PROPERTIES; AND HAVE A MINIMUM WIDTH OF 36-INCHES.

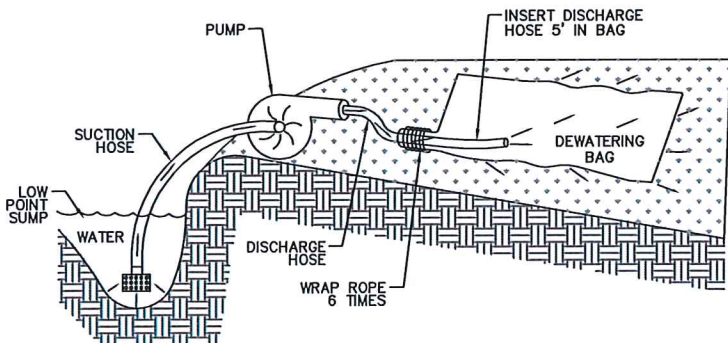
USE ONLY FABRIC APPEARING ON SC DOT'S QUALIFIED PRODUCTS LISTING (QPL), APPROVAL SHEET #34, MEETING THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE SC DOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. 12-INCHES OF THE FABRIC SHOULD BE PLACED WITHIN EXCAVATED TRENCH AND TOED IN WHEN THE TRENCH IS BACKFILLED. FILTER FABRIC SHALL BE PURCHASED IN CONTINUOUS ROLLS AND CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. FILTER FABRIC SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GROUND.

INSTALLATION
EXCAVATE A TRENCH APPROXIMATELY 6-INCHES WIDE AND 6-INCHES DEEP WHEN PLACING FABRIC BY HAND. PLACE 12-INCHES OF GEOTEXTILE FABRIC INTO THE 6-INCH DEEP TRENCH, EXTENDING THE REMAINING 6-INCHES TOWARDS THE UPSLOPE SIDE OF THE TRENCH. BACKFILL THE TRENCH WITH SOIL OR GRAVEL AND COMPACT. BURY 12-INCHES OF FABRIC INTO THE GROUND WHEN PNEUMATICALLY INSTALLING SILT FENCE WITH A SLICING METHOD. PURCHASE FABRIC IN CONTINUOUS ROLLS AND CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY, WRAPPED THE FABRIC TOGETHER AT A SUPPORT POST WITH BOTH ENDS FASTENED TO THE POST, WITH A 6-INCH MINIMUM OVERLAP. INSTALL POSTS TO A MINIMUM DEPTH OF 24-INCHES. INSTALL POSTS A MINIMUM OF 1 TO 2 INCHES ABOVE THE FABRIC, WITH NO MORE THAN 3- FEET OF THE POST ABOVE THE GROUND. SPACE POSTS TO MAXIMUM 6- FEET CENTERS. ATTACH FABRIC TO THE STEEL POSTS USING HEAVY-DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN ALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES. INSTALL THE FABRIC A MINIMUM OF 24-INCHES ABOVE THE GROUND. WHEN NECESSARY, THE HEIGHT OF THE FENCE ABOVE GROUND MAY BE GREATER THAN 24-INCHES. IN TIDAL AREAS, EXTRA SILT FENCE HEIGHT MAY BE REQUIRED. THE POST HEIGHT WILL BE TWICE THE EXPOSED POST HEIGHT. POST SPACING WILL REMAIN THE SAME AND EXTRA HEIGHT FABRIC WILL BE 4-, 5-, OR 6- FEET TALL. LOCATE SILT FENCE CHECKS EVERY 100 FEET MAXIMUM AND AT LOW POINTS. INSTALL THE FENCE PERPENDICULAR TO THE DIRECTION OF FLOW AND PLACE THE FENCE THE PROPER DISTANCE FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.

INSPECTION AND MAINTENANCE
THE KEY TO FUNCTIONAL SILT FENCE IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL. REGULAR INSPECTIONS OF SILT FENCE SHALL BE CONDUCTED ONCE EVERY CALENDAR WEEK AND, AS RECOMMENDED, WITHIN 24-HOURS AFTER EACH RAINFALL EVEN THAT PRODUCES 1/2-INCH OR MORE OF PRECIPITATION. ATTENTION TO SEDIMENT ACCUMULATIONS ALONG THE SILT FENCE IS EXTREMELY IMPORTANT. ACCUMULATED SEDIMENT SHOULD BE CONTINUALLY MONITORED AND REMOVED WHEN NECESSARY. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/3 THE HEIGHT OF THE SILT FENCE REMOVED SEDIMENT SHALL BE PLACED IN STOCKPILE STORAGE AREAS OR SPREAD THINLY ACROSS DISTURBED AREA. STABILIZE THE REMOVED SEDIMENT AFTER IT IS RELOCATED. CHECK FOR AREAS WHERE STORMWATER RUNOFF HAS ERODED A CHANNEL BENEATH THE SILT FENCE, OR WHERE THE FENCE HAS SAGGED OR COLLAPSED DUE TO RUNOFF OVERTOPPING THE SILT FENCE. INSTALL CHECKS/TIE-BACKS AND/OR REINSTALL SILT FENCE, AS NECESSARY. CHECK FOR TEARS WITHIN THE SILT FENCE, AREAS WHERE SILT FENCE HAS BEGUN TO COMPOSE, AND FOR ANY OTHER CIRCUMSTANCE THAT MAY RENDER THE SILT FENCE INEFFECTIVE. REMOVED DAMAGED SILT FENCE AND REINSTALL NEW SILT FENCE IMMEDIATELY. SILT FENCE SHOULD BE REMOVED WITHIN 30 DAYS AFTER FINAL STABILIZATION IS ACHIEVED AND ONCE IT IS REMOVED, THE RESULTING DISTURBED AREA SHALL BE PERMANENTLY STABILIZED.

TEMPORARY SILT FENCE

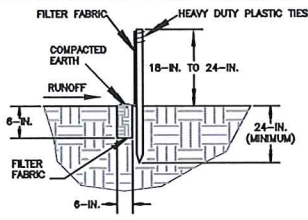
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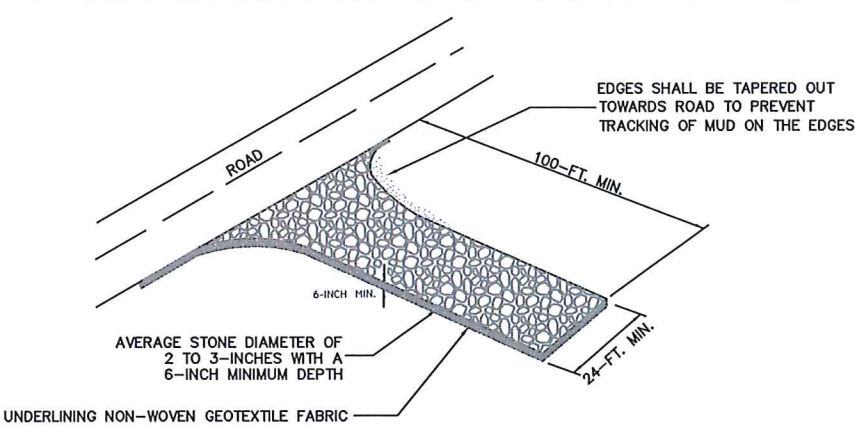
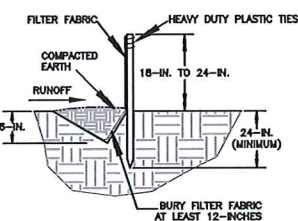
DEWATERING BAG

NOT TO SCALE

FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL



WHEN AND WHERE TO USE IT

STABILIZED CONSTRUCTION ENTRANCES SHOULD BE USED AT ALL POINTS WHERE TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVING DIRECTLY ONTO A PUBLIC ROAD.

IMPORTANT CONSIDERATIONS

IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFFSITE. WASHDOWN FACILITIES SHALL BE REQUIRED AS DIRECTED BY SCDHEC AS NEEDED. WASHDOWN AREAS IN GENERAL MUST BE ESTABLISHED WITH CRUSHED GRAVEL AND DRAIN INTO A SEDIMENT TRAP OR SEDIMENT BASIN. CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH THE STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNT OF MUD PICKED UP BY VEHICLES.

INSTALLATION:

REMOVE ALL VEGETATION AND ANY OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA. DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM STONES TO A SEDIMENT TRAP OR BASIN. INSTALL A NON-WOVEN GEOTEXTILE FABRIC PRIOR TO PLACING ANY STONE. THE ENTRANCE SHALL CONSIST OF 1-INCH TO 3-INCH D50 STONE PLACED AT A MINIMUM DEPTH OF 6-INCHES. MINIMUM DIMENSIONS OF THE ENTRANCE SHALL BE 24- FEET WIDE BY 100- FEET LONG, AND MAY BE MODIFIED AS NECESSARY TO ACCOMMODATE SITE CONSTRAINTS. THE EDGES OF THE ENTRANCE SHALL BE TAPERED OUT TOWARDS THE ROAD TO PREVENT TRACKING OF MUD AT THE EDGE OF THE ENTRANCE.

INSPECTION AND MAINTENANCE:

INSPECT CONSTRUCTION ENTRANCES EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24-HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2-INCHES OR MORE OF PRECIPITATION, OR AFTER HEAVY USE. CHECK FOR MUD AND SEDIMENT BUILDUP AND PAD INTEGRITY. MAKE DAILY INSPECTIONS DURING PERIODS OF WET WEATHER. MAINTENANCE IS REQUIRED MORE FREQUENTLY IN WET WEATHER CONDITIONS. RESHAPE THE STONE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.

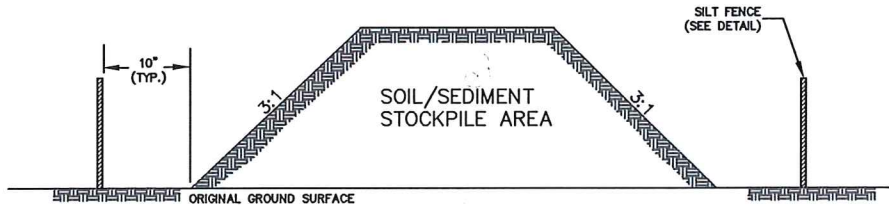
WASH OR REPLACE STONES AS NEEDED AND AS DIRECTED BY THE INSPECTOR. THE STONE IN THE ENTRANCE SHOULD BE WASHED OR REPLACED WHENEVER THE ENTRANCE FAILS TO REDUCE MUD BEING CARRIED OFF-SITE BY VEHICLES. FREQUENT WASHING WILL EXTEND THE USEFUL LIFE OF STONE.

IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. FLUSHING SHOULD ONLY BE USED WHEN THE WATER CAN BE DISCHARGED TO A SEDIMENT TRAP OR BASIN.

REPAIR ANY BROKEN PAVEMENT IMMEDIATELY.

TEMPORARY CONSTRUCTION ENTRANCE/EXIT

NOT TO SCALE



NOTES:

- SILT FENCE TO EXTEND AROUND ENTIRE PERIMETER OF STOCKPILE, OR IF STOCKPILE AREA IS LOCATED ON/NEAR A SLOPE THE SILT FENCE IS TO EXTEND ALONG CONTOURS OF THE DOWN-GRADIENT AREA.
- IF STOCKPILE IS TO REMAIN FOR MORE THAN 14 DAYS, TEMPORARY STABILIZATION MEASURES MUST BE IMPLEMENTED.
- SILT FENCE SHALL BE MAINTAINED UNTIL STOCKPILE AREA HAS EITHER BEEN REMOVED OR PERMANENTLY STABILIZED.
- THE KEY TO FUNCTIONAL TEMPORARY STOCKPILE AREAS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

TEMPORARY STOCKPILE AREA

NOT TO SCALE

NOTE:

- A SEDCATCH DEWATERING BAG OR APPROVED EQUAL SHOULD BE USED ANYTIME WATER IS PUMPED FROM EXCAVATED AREAS ON SITE.

INSTALLATION AND USE:

- PLACE DEWATERING BAG ON THE GROUND OR ON A TRAILER OVER A LEVEL STABILIZED AREA.
- INSERT DISCHARGE PIPE A MINIMUM OF 5 FEET INSIDE DEWATERING BAG AND SECURE WITH A ROPE WRAPPED 6 TIMES AROUND THE SNOOT OVER A 6 INCH WIDTH OF THE BAG.
- REPLACE DEWATERING BAG WHEN HALF FULL OF SEDIMENT OR WHEN THE SEDIMENT HAS REDUCED THE FLOW RATE OF THE PUMP DISCHARGE TO AN IMPRACTICAL AMOUNT.

MAINTENANCE AND DISPOSAL:

- REMOVE AND DISPOSE OF ACCUMULATED SEDIMENT AWAY FROM WATERWAYS OR ENVIRONMENTALLY SENSITIVE AREAS. SLIT OPEN SEDIMENT BAG AND REMOVE ACCUMULATED SEDIMENT AND DISPERSE IN GRADED AREAS AND STABILIZE. DISPOSE OF BAG AT AN APPROPRIATE RECYCLING OR SOLID WASTE FACILITY.

EROSION AND SEDIMENT CONTROL STANDARD NOTES:

- IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE A CALENDAR WEEK. IF PERIODIC INSPECTIONS OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY, OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
- PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
- THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
- RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C REG. 72-300 ET SEQ. AND SCRI00000.
- TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
- LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
- A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
- INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-SIDTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
- MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
- MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
- MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).
- THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
 - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
- AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
- IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICAL, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
- A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

PERMANENT SEED MIXES SHALL BE APPLIED AS FOLLOWS:

SEED	MINIMUM SEED PURITY (PERCENT)	MINIMUM GERMINATION (PERCENT)	RATE OF APPLICATION (LBS/ACRE)	SEEDING DATES
HULLED COMMON BERMUDA GRASS	80%	70%	70	MARCH 1 – JULY 31
UNHULLED COMMON BERMUDA GRASS	80%	70%	70	AUGUST 1 – FEB. 28
RYE (GRAIN)	80%	70%	120	

TEMPORARY SEED MIXES SHALL BE APPLIED AS FOLLOWS:

SEED	MINIMUM SEED PURITY (PERCENT)	MINIMUM GERMINATION (PERCENT)	RATE OF APPLICATION (LBS/ACRE)	SEEDING DATES
HULLED COMMON BERMUDA GRASS	80%	70%	70	MARCH 1 – JULY 31
RYE (GRAIN)	76%	70%	120	AUGUST 1 – FEB. 28

SEED MIXTURE AND PLANTING DATES

NOT TO SCALE



TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS

4810 SHELLEY DRIVE
WILMINGTON, NC 28405
PHONE: 910-762-5350

SC LICENSE NO. C00386
EMAIL: TELBERT@T&B.COM

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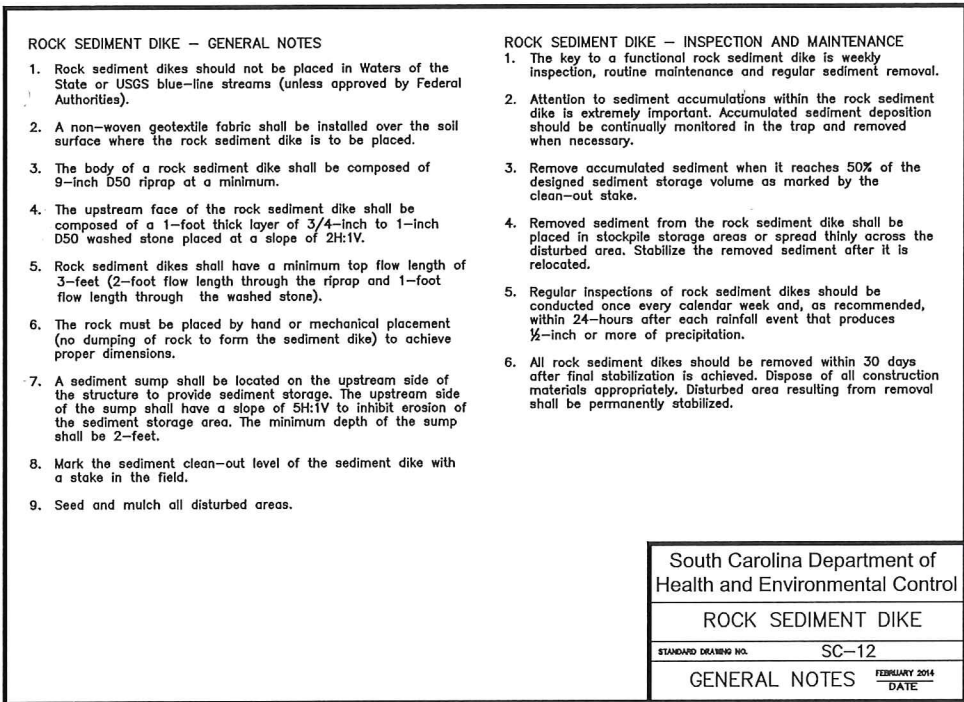
GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA
APRON EXPANSION (PHASE IV)

EROSION CONTROL NOTES
AND DETAILS

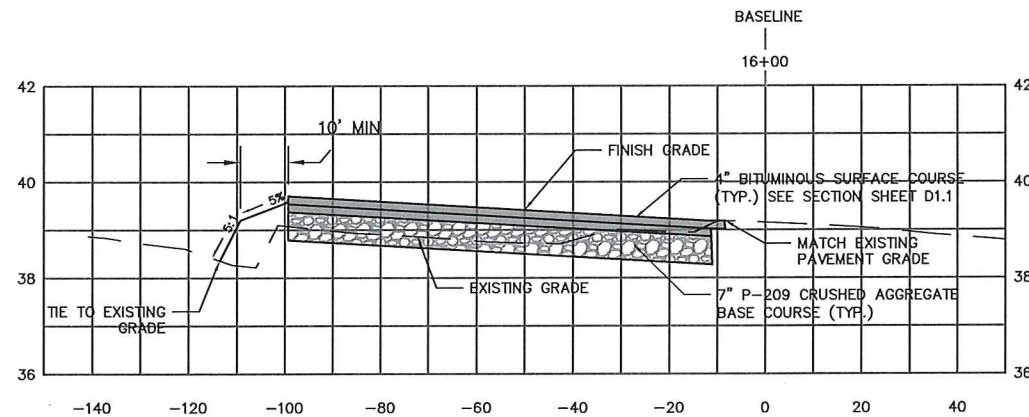
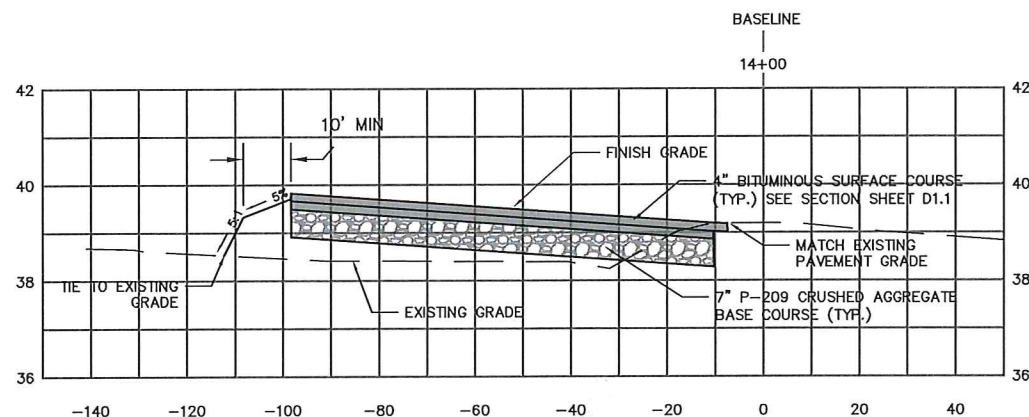
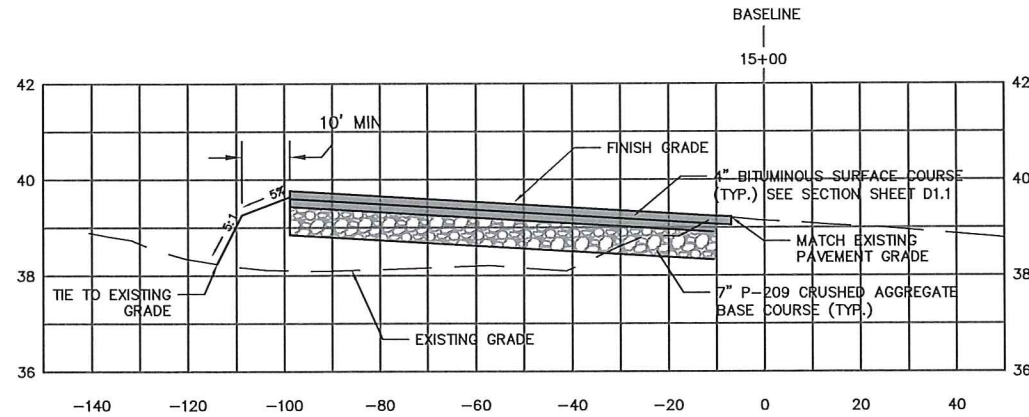
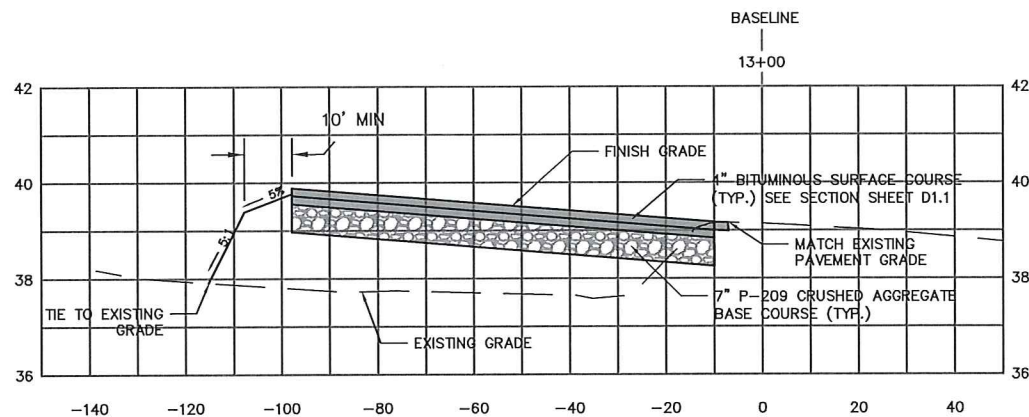


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Project No.: 2801-1702
Sheet No.:

EC1.2



Date	JANUARY 2018
Scale	NOT TO SCALE
Drawn	JDL
Checked	AMS
Project No.	2601-1702
Sheet No.	EC1.3



PROJECT BASELINE CROSS SECTIONS (APRON)

H: 1"=20'
V: 1"=2'



TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS
4810 SHELLEY DRIVE
WILMINGTON, NC 28405
PHONE: 910-763-5350
FAX: 910-762-6281
EMAIL: TBILL@TBILL.COM

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REV. NO.	DESCRIPTION	DATE

GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA
APRON EXPANSION (PHASE IV)
CROSS SECTIONS



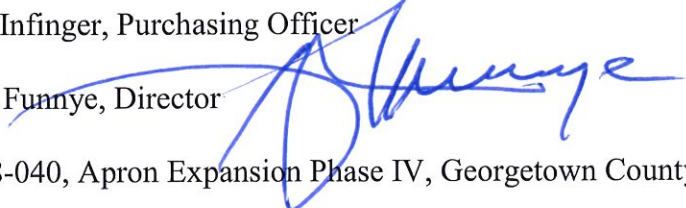
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Georgetown County Airport
Innovative Leadership & Teamwork!



To: Bonnie Infinger, Purchasing Officer
From: Ray C. Fumye, Director 
Subject: BID 18-040, Apron Expansion Phase IV, Georgetown County Airport
Date: 05/31/2018

Review of bids for bid number 18-040 for the Apron Expansion Phase IV.

Three bids were received:

R. H. Moore Company	\$621,207.00
Palmetto Corp	\$700,390.00
Quality Enterprises, USA, Inc.	\$828,710.00

The Engineer's Opinion of Probable Cost for the project was estimated to be \$490,465.00. Comparing the Engineer's Probable Cost to the received bids revealed (4) areas of considerable discrepancies.

1. **Bituminous Surface Course.** Engineer's estimate for this was \$88,400.00. The submitted overall low bid for this portion came in at \$193,800.00.
2. **Fuel Resistant Bituminous Surface Course.** Engineer's estimate for this was \$82,000.00. The submitted overall low bid for this portion came in at \$194,750.00.
3. **Tie-down Removal and Installation.** Engineer's estimate for this was \$13,320.00. The submitted overall low bid for this portion came in at \$24,300.00.
4. **Seeding, Sod and Mulching.** Engineer's estimate for this was \$5,240.00. The submitted low bid for this portion came in at \$14,032.00.

R.H. Moore Company submitted the lowest responsive and responsible bid. Based on our analysis of the bid documents, the submitted bid satisfies the County's requirements. Additionally R. H. Moore Company has previously completed work here at the airport in a professional manor.

In view of the above, I recommend awarding R.H. Moore Company of P.O. Box 830, 10601 Hwy 707, Murrells Inlet, South Carolina the contract for the Phase IV apron expansion.

James R. Taylor, Airport Manager
129 Airport Road • Georgetown, SC 29440
Phone: 843-545-3638 • Fax: 843-545-3413 • email: jtaylor@gtcounty.org

Item Number: 7.a
Meeting Date: 6/14/2018
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Adoption of Ordinance No. 2018-12 is pending.

POINTS TO CONSIDER:

The proposed FY18/19 budget is balanced as presented.

FINANCIAL IMPACT:

As disclosed in the attached Ordinance.

OPTIONS:

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

STAFF RECOMMENDATIONS:

Public hearing only.

Recommendations and report related to Second Reading of Ordinance 2018-12 provided separately.

ATTACHMENTS:

Description	Type
▣ Ordinance 2018-12, FY2019 Budget	Cover Memo

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # **2018-12**

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

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

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

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

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

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

Section 3: There is hereby levied a tax of **31.1 mills** for those areas within the Georgetown County Fire District #1.

Section 4: There is hereby levied a tax of **13.0 mills** for those areas within the Midway Fire District.

Section 5: There is hereby levied a tax of **3.4 mills** for Solid Waste Recycling & Collection for all those areas of Georgetown County not within the corporate boundaries of the City of Georgetown and the Town of Andrews.

Section 6: The Georgetown County Treasurer shall not pay any funds in excess of those herein appropriated and collected from any items without express approval by County Council.

Section 7: The County Administrator shall administer the detailed line-item departmental budgets as compiled in the Annual Budget Document and shall authorize the transfer of appropriate funds within and between departments of an individual fund as necessary to achieve the goals of the budget. All supplemental appropriations at the individual fund level and transfers of appropriations between individual funds shall be authorized by County Council.

Section 8: Should any article, section, or provision of this ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other article, section, or provision hereof which is not itself void or invalid.

Section 9: This Ordinance # 2018-12 shall be effective upon adoption.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2018

(Seal)
Johnny Morant, Chairman
Georgetown County Council

ATTEST:

(Seal)
Theresa E. Floyd, Clerk to Council

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

(Seal)
Wesley P. Bryant
Georgetown County Attorney

First Reading: April 24, 2018

Second Reading: June 14, 2018

Third Reading: June 26, 2018

Item Number: 9.a
Meeting Date: 6/14/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 2018-17 - To Proclaim June 24 - 30, 2018 as "Mosquito Control Awareness Week" in Georgetown County

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The American Mosquito Control Association (AMCA) has declared June 24 through June 30, 2018 as National Mosquito Control Awareness Week. The goal of Mosquito Control Awareness Week is to educate the public about the dangers of mosquitoes and the importance of mosquito control in the prevention of disease.

Although "Mosquito Season" does not last for the full 12 months out of each year, it goes from spring until fall, depending on hurricanes. Typically, it begins in early May, and it can extend through November – but one could argue that during "mosquito season" Georgetown County's Mosquito Control Division is one of the County's busiest. Since 2015, the division has received an average of 658 calls for service each year. The first call for service this season was received at the beginning of April.

Georgetown County's Mosquito Control personnel work diligently every day to protect our health, increase our comfort and quality of life, there are things that all citizens can do to assist in controlling the local mosquito population by eliminating sources of standing water used by mosquitoes for laying their eggs. Bird baths, rainwater tanks, flower pot plates, clogged gutters, pool covers and backyard ponds can easily become a mosquito breeding ground in your yard.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Proclamation No. 2018-17 designating June 24-30, 2018, as 'Mosquito Control Awareness Week'.
2. Do not adopt Proclamation No. 2018-17.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 2018-17 designating June 24-30, 2018, as 'Mosquito Control Awareness Week'.

ATTACHMENTS:

Description	Type
□ Proclamation No. 2018-17 Designating June 24-30 as Mosquito Control Awareness Week	Resolution Letter
□ American Mosquito Control Awareness Mosquito Fact Sheet	Backup Material

Proclamation No. 2018-17

WHEREAS, Mosquito Control services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of mosquito control services; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these services; and

WHEREAS, the 2018 observance of Mosquito Control Awareness Week provides an opportunity to raise awareness of the importance of the work performed by the dedicated personnel in this profession across the county.

NOW, BE IT RESOLVED, Georgetown County Council hereby proclaims the week of June 24 through June 30 as

“GEORGETOWN COUNTY MOSQUITO CONTROL AWARENESS WEEK”

BE IT FURTHER RESOLVED, all citizens and civic organizations should acquaint themselves with the issues involved in mosquito control services and recognize the contributions which these officials make every day to our health, safety, comfort, and quality of life.

Adopted this 14th day of June 2018.

Johnny Morant, Council Chairman

ATTEST:

Theresa E. Floyd, Clerk to Council



Mosquito Prevention and Protection



Always remember the 3 D's of protection from mosquitoes



Drain

Many mosquito problems in your neighborhood are likely to come from water-filled containers that you, the resident, can help to eliminate. All mosquitoes require water in which to breed. Be sure to drain any standing water around your house.

- Dispose of any tires. Tires can breed thousands of mosquitoes.
- Drill holes in the bottom of recycling containers.
- Clear roof gutters of debris.
- Clean pet water dishes regularly.
- Check and empty children's toys.
- Repair leaky outdoor faucets.
- Change the water in bird baths at least once a week.
- Canoes and other boats should be turned over.
- Avoid water collecting on pool covers.
- Empty water collected in tarps around the yard or on woodpiles.
- Plug tree holes.
- Even the smallest of containers that can collect water can breed hundreds to thousands of mosquitoes. They don't need much water to lay their eggs. (bottles, barrels, buckets, overturned garbage can lids, etc.)



Dress

Wear light colored, loose fitting clothing. Studies have shown that some of the 174 mosquito species in the United States are more attracted to dark clothing and most can readily bite through tight-fitting clothing of loose weave. When practical, wear long sleeves and pants.



Defend

Choose a mosquito repellent that has been registered by the Environmental Protection Agency. Registered products have been reviewed, approved, and pose minimal risk for human safety when used according to label directions. Four repellents that are approved and recommended are:

- DEET (N,N-diethyl-m-toluamide)
- Picaridin (KBR 3023)
- Oil of lemon eucalyptus (p-methane 3,8-diol, or PMD)
- IR3535

Here are some rules to follow when using repellents:

- Read the directions on the label carefully before applying.
- Apply repellent sparingly, only to exposed skin (not on clothing).
- Keep repellents away from eyes, nostrils and lips: do not inhale or ingest repellents or get them into the eyes.
- The American Academy of Pediatrics (AAP) suggests that DEET-based repellents can be used on children as young as two months of age. Generally, the AAP recommends concentrations of 10% or less, unless disease risk is imminent, then concentration can be increased to 30% or less.
- Avoid applying repellents to portions of children's hands that are likely to have contact with eyes or mouth.
- Repellents can be used by pregnant or nursing women. The EPA does not recommend any additional precautions for repellent use by pregnant or nursing women.
- Never use repellents on wounds or irritated skin.
- Use repellent sparingly and reapply as needed. Saturation does not increase efficacy.
- Wash repellent-treated skin after coming indoors.
- If a suspected reaction to insect repellents occurs, wash treated skin, and call a physician. Take the repellent container to the physician.



mosquito.org

@AMCAupdates

facebook.com/AmericanMosquitoControl

Item Number: 9.b
Meeting Date: 6/14/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Resolution No. 2018-18 - To Support submission of an application to the South Carolina Department of Transportation (SCDOT) seeking Mass Transit Funding

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The South Carolina Department of Transportation Office of Public Transit has announced the availability of State Mass Transit Funds (SMTF) to support public transit projects in urbanized areas and projects otherwise not eligible for Federal Transit Administration (FTA) Funds.

State Mass Transit Funding is provided as a supplement to federal and/or local funds in support of transit services throughout the State of South Carolina

Resolution No. 2018-18 supports the submission of an application of behalf of Georgetown County to the South Carolina Department of Transportation for State Mass Transit Funding.

OPTIONS:

1. Adopt Resolution No. 2018-18.
2. Do not adopt Resolution No. 2018-18.

STAFF RECOMMENDATIONS:

Recommendation to adopt Resolution No. 2018-18 supporting the submission of an application of behalf of Georgetown County to the South Carolina Department of Transportation for State Mass Transit Funding.

ATTACHMENTS:

Description	Type
▣ Resolution No 2018-18 To Support Application for SMTF	Resolution Letter

SFY2017-2018
(FFY2017)
LEGAL & AUTHORIZING SIGNATURES
Updated January 19, 2017
(SMTF APPLICANTS)

RESOLUTION BY BOARD OF DIRECTORS TO APPLY FOR FUNDING

The Board of Directors of Georgetown County
(agency)

is aware of the provisions of Federal Transit Administration (FTA) program fund requirements for each application it makes to the state of South Carolina for Federal and/or State funding and hereby authorizes Sel Hemingway *(*authorized representative)* of Georgetown County *(Agency)* to file application with the South Carolina Department of Transportation (SCDOT) on behalf of Georgetown County *(agency)* for federal and/or state funding to assist in providing community and/or human services transportation services. If this application is approved:

- (1) The Board resolves that the Georgetown County *(agency)* will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required under the agreement, and all necessary local match for operating losses; and
- (2) The Board agrees to comply with all FTA and SCDOT Program statutes and regulations, directives, certifications and assurances to carry out the project as described in the application.

**Note that Authorized Representative and Witness MUST be 2 separate individuals (2 different names).*

APPROVED AND ADOPTED

This _____ day of _____, 20_____.

Signature of Attesting Witness

Printed Name of Attesting Witness

Signature of Chairperson

Johnny Morant
Printed Name of Chairperson

Item Number: 11.a
Meeting Date: 6/14/2018
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

The proposed FY18/19 budget is balanced as presented.

FINANCIAL IMPACT:

As disclosed in the attached Ordinance.

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve Second Reading of Ordinance 2018-12.

NOTE: This ordinance was previously introduced by title only; therefore a motion to amend will be required at second reading to incorporate text and details of the proposed Ordinance.

ATTACHMENTS:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # **2018-12**

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

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

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

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

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

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

Section 3: There is hereby levied a tax of **31.1 mills** for those areas within the Georgetown County Fire District #1.

Section 4: There is hereby levied a tax of **13.0 mills** for those areas within the Midway Fire District.

Section 5: There is hereby levied a tax of **3.4 mills** for Solid Waste Recycling & Collection for all those areas of Georgetown County not within the corporate boundaries of the City of Georgetown and the Town of Andrews.

Section 6: The Georgetown County Treasurer shall not pay any funds in excess of those herein appropriated and collected from any items without express approval by County Council.

Section 7: The County Administrator shall administer the detailed line-item departmental budgets as compiled in the Annual Budget Document and shall authorize the transfer of appropriate funds within and between departments of an individual fund as necessary to achieve the goals of the budget. All supplemental appropriations at the individual fund level and transfers of appropriations between individual funds shall be authorized by County Council.

Section 8: Should any article, section, or provision of this ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other article, section, or provision hereof which is not itself void or invalid.

Section 9: This Ordinance # 2018-12 shall be effective upon adoption.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2018

(Seal)
Johnny Morant, Chairman
Georgetown County Council

ATTEST:

(Seal)
Theresa E. Floyd, Clerk to Council

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

(Seal)
Wesley P. Bryant
Georgetown County Attorney

First Reading: April 24, 2018

Second Reading: June 14, 2018

Third Reading: June 26, 2018

Item Number: 11.b

Meeting Date: 6/14/2018

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

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

FINANCIAL IMPACT:

As disclosed in the attached ordinance.

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve second reading of Ordinance No. 2018-16.

NOTE: As first reading approval of Ordinance No. 2018-16 was by title only, second reading will require an amendment to incorporate the text of the ordinance.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2018-16

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

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

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

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

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2018

Johnny Morant, Chairman
Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd, Clerk to Council

(Seal)

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

Wesley P. Bryant
Georgetown County Attorney

(Seal)

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 12.a
Meeting Date: 6/14/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

First Reading by Title

Item Number: 16.a
Meeting Date: 6/14/2018
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

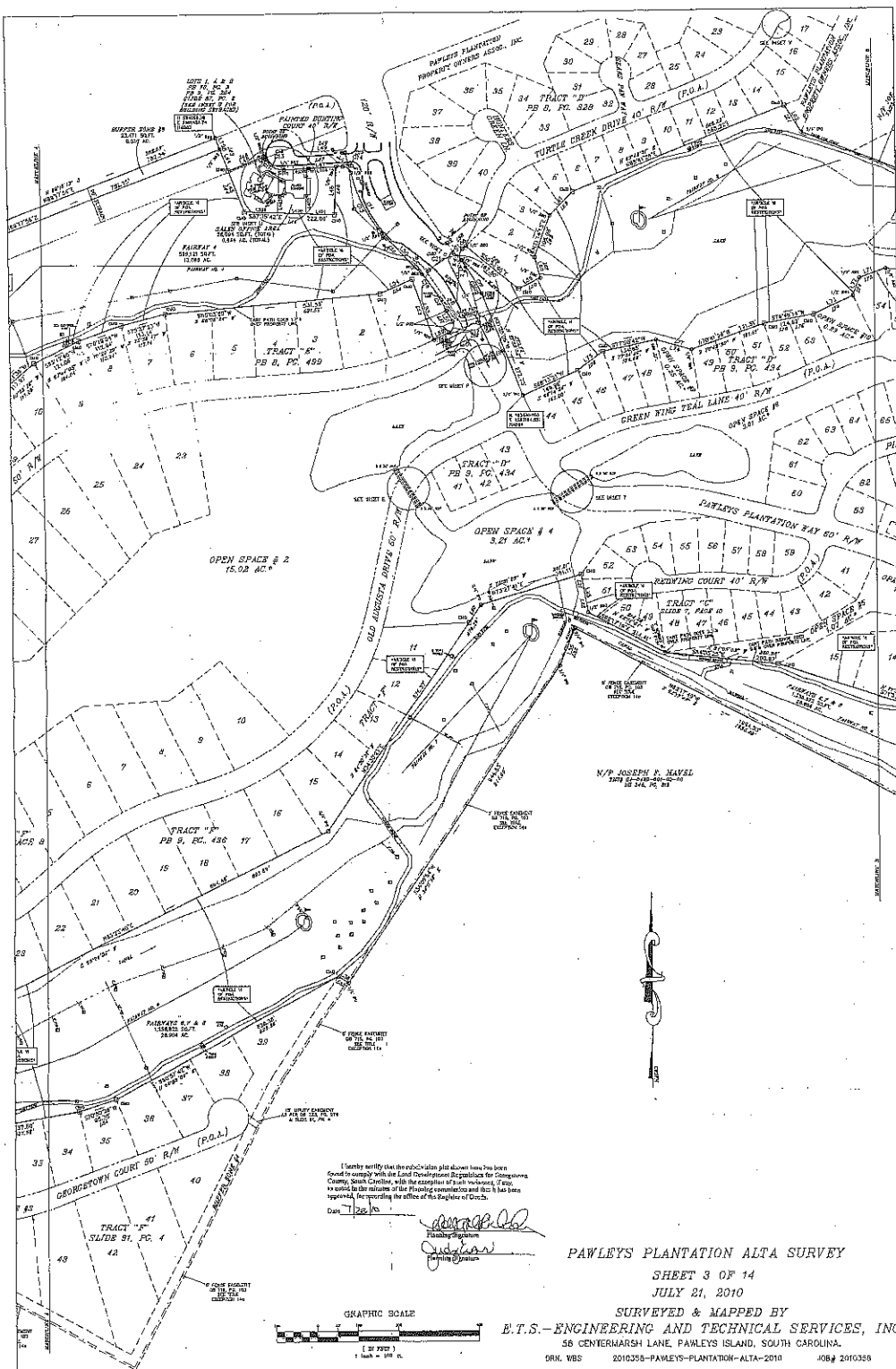
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

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.



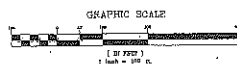
I hereby certify that the subdivision plat shown here has been found to comply with the Land Ordination Regulations for Georgetown County, South Carolina, with the exception of said subdivision, if any, as noted in the remarks of the Planning Commission and that it has been approved, for recording the office of the Register of Deeds.

Date: 7/21/2010

[Signature]
Planning Commission

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.
DRW. 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	———

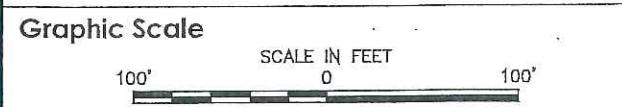
Hatch Legend

Wetland	*****
Waters	~~~~~
Critical Area/Section 10	///////

Symbol Legend

Data Point	⊕
Photo Point	⊗
Property Corner	●

Prepared For	Pawleys Plantation POA
Job #	01742-17010
Date	2-22-17



Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

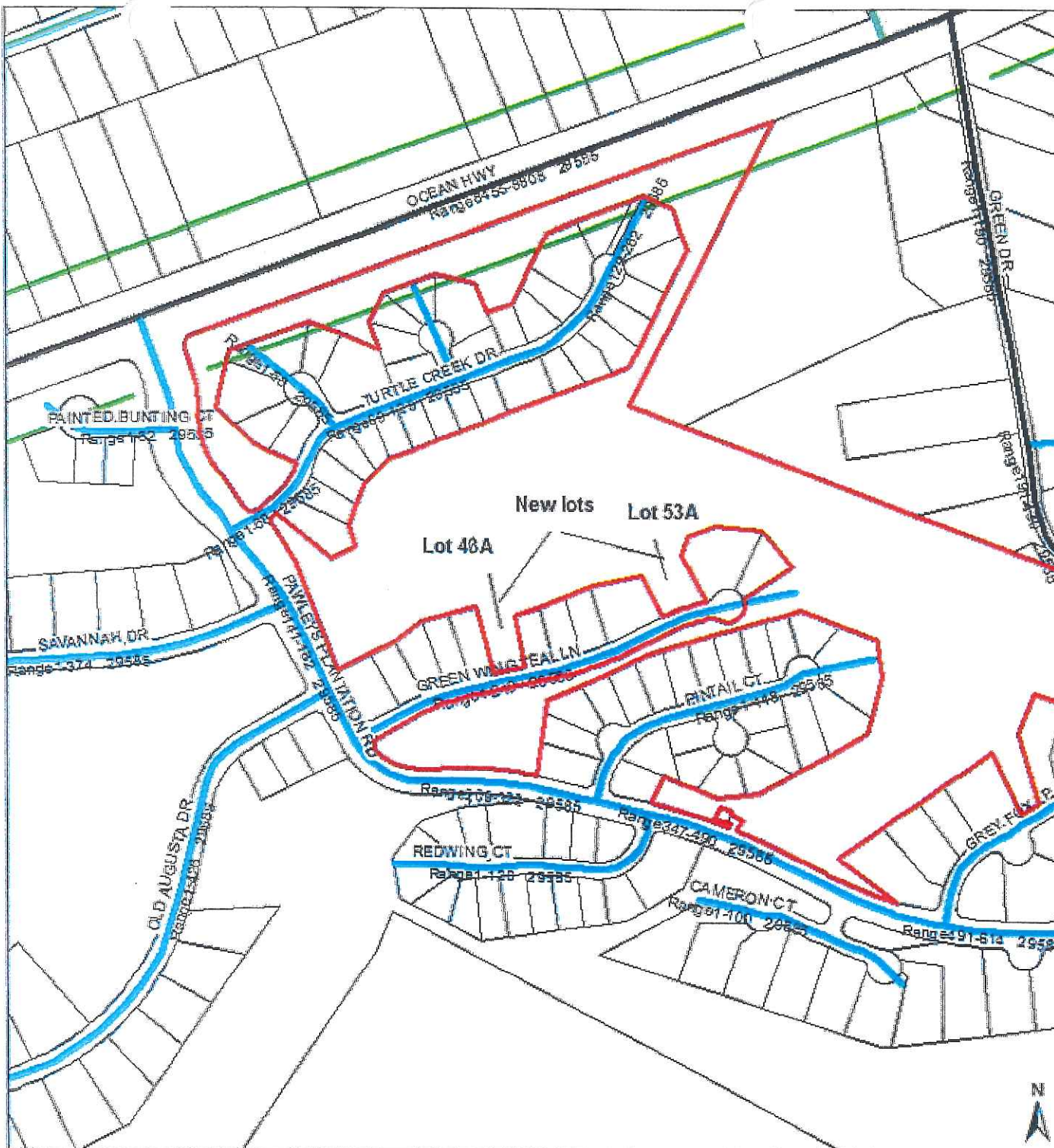
Lot Lines

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.

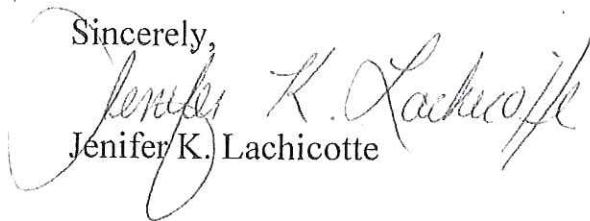
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 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 fluid and elegant, with the first name being the most prominent.

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

Table of Contents

SECOND AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	5
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	6
Article V - Property Rights in and Maintenance of the Common Areas	6
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	8
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	9
Article VIII - Special Restriction Affecting Patio Homesites	10
Article IX - Covenant for Maintenance Assessments	10
Article X - Architectural Review	12
Article XI - Use Restrictions	12
Article XII – Easements	12
Article XIII - Insurance and Casualty Losses	21
Article XIV - No Partition	24
Article XV - Financing Provision	24
Article XVI - Rules and Regulations	24
Article XVII – Binding Arbitration	26
Article XVIII - General Provisions	26
Article XIX - Amendment of Declaration Without Approval of Owners	26
Article XX – Lenders’ Notices	27
Article XXI – Developer’s Rights	27

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

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

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

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

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

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

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

COVENANTS AND RESTRICTIONS

Table of Contents

THIRD AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Third Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	6
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	7
Article V - Property Rights in and Maintenance of the Common Areas	7
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	9
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	10
Article VIII - Special Restriction Affecting Patio Homesites	11
Article IX - Covenant for Maintenance Assessments	12
Article X - Architectural Review	14
Article XI - Use Restrictions	18
Article XII – Easements	23
Article XIII - Insurance and Casualty Losses	24
Article XIV - No Partition	27
Article XV - Financing Provision	27
Article XVI - Rules and Regulations	27
Article XVII – Binding Arbitration	29
Article XVIII - General Provisions	29
Article XIX - Amendment of Declaration Without Approval of Owners	29
Article XX – Lenders’ Notices	30
Article XXI –Developer’s Rights	30

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)

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 3

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

2. The proposed modification will exacerbate existing drainage issues.

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

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

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

4. The proposed modification will unnecessarily increase density.

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

My client purchased her lot next to Open Space No. 9 with the reasonable expectation that the "Open Spaces" would not be developed and that the density on her street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 4

With best regards, I remain

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

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

Table of Contents

SECOND AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	5
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	6
Article V - Property Rights in and Maintenance of the Common Areas	6
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	8
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	9
Article VIII - Special Restriction Affecting Patio Homesites	10
Article IX - Covenant for Maintenance Assessments	10
Article X - Architectural Review	12
Article XI - Use Restrictions	12
Article XII – Easements	12
Article XIII - Insurance and Casualty Losses	21
Article XIV - No Partition	24
Article XV - Financing Provision	24
Article XVI - Rules and Regulations	24
Article XVII – Binding Arbitration	26
Article XVIII - General Provisions	26
Article XIX - Amendment of Declaration Without Approval of Owners	26
Article XX – Lenders' Notices	27
Article XXI – <u>Developer's Rights</u>	27

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Book 1494 Page 1820- 234

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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 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

Table of Contents

THIRD AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Third Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	6
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	7
Article V - Property Rights in and Maintenance of the Common Areas	7
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	9
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	10
Article VIII - Special Restriction Affecting Patio Homesites	11
Article IX - Covenant for Maintenance Assessments	12
Article X - Architectural Review	14
Article XI - Use Restrictions	18
Article XII – Easements	23
Article XIII - Insurance and Casualty Losses	24
Article XIV - No Partition	27
Article XV - Financing Provision	27
Article XVI - Rules and Regulations	27
Article XVII – Binding Arbitration	29
Article XVIII - General Provisions	29
Article XIX - Amendment of Declaration Without Approval of Owners	29
Article XX – Lenders’ Notices	30
Article XXI –Developer’s Rights	30

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 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.









Item Number: 16.b
Meeting Date: 6/14/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

CURRENT STATUS:

Second Reading

POINTS TO CONSIDER:

Liberty Georgetown Steel will invest \$16.6 million within the investment window (year 1-5) and maintain the statutory minimum thereafter. The company will maintain an employment level of a minimum of 150 employees.

FINANCIAL IMPACT:

Assessment ratio of 6% with locked millage rate for 20 years.

OPTIONS:

1. Adopt Ordinance No. 2018-07.
2. Do not adopt Ordinance No. 2018-07.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 2018-07.

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

ATTACHMENTS:

Description	Type
▢ Ordinance No 2018-07 - Authorizing the Execution of a FILOT with Liberty Steel	Ordinance
▢ Liberty Steel Georgetown Fee Agreement	Backup Material

ORDINANCE NO. 2018-07

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, GEORGETOWN COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2018 (the “*Inducement Agreement*”) with Liberty Steel Georgetown, Inc., a Delaware corporation (the “*Company*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute and an expansion of the Company’s existing facilities in the County for the manufacture of coiled wire rod and other products (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately at least \$16,600,000.00 in the County and the expected creation and maintaining of approximately 150 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “*Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, enter into a Fee in Lieu of Tax Agreement with the Company (the ***“Fee Agreement”***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, the County and ISG Georgetown, Inc. entered into an Inducement and Millage Rate Agreement dated as of August 10, 2004 (the ***“2004 Inducement Agreement”***) to provide for the establishment and location of an additional “Project” in the County pursuant to the terms of the FILOT Act (the ***“2004 Project”***); and

WHEREAS, pursuant to the 2004 Inducement Agreement, the County Council enacted on December 20, 2005 an Ordinance (hereinafter the ***“2005 Fee Ordinance”***) to authorize the County to enter into certain agreements and transactions contemplated in the Inducement Agreement with ISG Georgetown, Inc., including, but not limited to, a fee-in-lieu of tax agreement relating to the 2004 Project; and

WHEREAS, in furtherance of the 2004 Project and in accordance with the terms of the 2004 Inducement Agreement and the 2005 Fee Ordinance, the County and ISG Georgetown, Inc. executed and delivered that certain Fee in Lieu of Tax Agreement dated as of December 20, 2005 (hereinafter the ***“2005 Fee Agreement”***); and

WHEREAS, in connection with one or more merger(s), stock sale(s), or corporate reorganization(s), ISG Georgetown, Inc. subsequently changed its corporate name to Arcelormittal Georgetown, Inc., and has again changed its name to Liberty Georgetown Steel, Inc. (the name of the Company); and,

WHEREAS, to the extent that the above described merger(s), stock sale(s), or corporate reorganization(s) (hereinafter the ***“Transfers”***) require consent of the County under the 2005 Fee Agreement and/or the Transfer Provisions (as such term is defined therein) in order for the 2005 Fee Agreement and the benefits provided to the Company thereunder to continue with and/or be assigned or transferred to the Company following such Transfers, the County desires to grant such consent; and,

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will

subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Georgetown County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of the Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project site to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Multi-County Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project site in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The County hereby consents to the Transfers and to the continuation of the 2005 Fee Agreement in the name of and for the benefit of the Company; provided, however, that in so consenting the County has not waived any default or breach under the 2005 Fee Agreement or otherwise waived any rights or remedies it may have thereunder.

Section 6. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, the undersigned Clerk to County Council of Georgetown County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2018, _____, 2018, and _____, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Georgetown County, South Carolina

Dated: _____, 2018

**FEE IN LIEU OF TAX
AGREEMENT**

Between

GEORGETOWN COUNTY, SOUTH CAROLINA

and

LIBERTY STEEL GEORGETOWN, INC.

Dated as of _____, 2018

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS	2
SECTION 1.02 PROJECT-RELATED INVESTMENTS	5

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY	6
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY	6

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT	7
SECTION 3.02 DILIGENT COMPLETION	7
SECTION 3.03 FILINGS AND REPORTS	7

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS	9
SECTION 4.02 [INTENTIONALLY OMITTED]	ERROR! BOOKMARK NOT DEFINED.
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS	10
SECTION 4.04 REMOVAL OF EQUIPMENT	10
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY	11
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT	11

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS	12
SECTION 5.02 RIGHTS TO INSPECT	12
SECTION 5.03 CONFIDENTIALITY	12
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY	13
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS	13
SECTION 5.06 INDEMNIFICATION COVENANTS	13
SECTION 5.07 QUALIFICATION IN STATE	14
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL	14
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS	14
SECTION 5.10 ADMINISTRATION EXPENSES	15
SECTION 5.11 PRIORITY LIEN STATUS	15

SECTION 5.12 INTEREST; PENALTIES.....	15
SECTION 5.13 SPONSOR AFFILIATES	15

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT	17
SECTION 6.02 REMEDIES UPON DEFAULT	17
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES	18
SECTION 6.04 NO WAIVER.....	18

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES	19
SECTION 7.02 BINDING EFFECT	19
SECTION 7.03 COUNTERPARTS	20
SECTION 7.04 GOVERNING LAW	20
SECTION 7.05 HEADINGS	20
SECTION 7.06 AMENDMENTS	20
SECTION 7.07 FURTHER ASSURANCE	20
SECTION 7.08 INVALIDITY; CHANGE IN LAWS	20
SECTION 7.09 TERMINATION BY COMPANY	20
SECTION 7.10 ENTIRE UNDERSTANDING.....	21
SECTION 7.11 WAIVER.....	21
SECTION 7.12 BUSINESS DAY	21

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – MINIMUM JOB REQUIREMENT CERTIFICATION

EXHIBIT D—FORM OF JOINDER AGREEMENT

SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	Liberty Steel Georgetown, Inc.	Project Name:	Liberty Steel
Projected Investment:	\$25,600,000.00	Projected Jobs:	220
Location (street):	420 South Hazard Street	Tax Map Nos.:	See Exhibit A
1. FILOT			
Required Investment:	\$16,600,000.00		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6.0%	Term (years):	20 years
Fixed Millage:	293.5	Net Present Value (if yes, discount rate):	
Clawback information:	Company must invest the Contract Minimum Investment Requirement of \$16,600,000.00 during the Investment Period and maintain the FILOT Act Minimum Requirement thereafter. Must hire and thereafter maintain 150 new full-time employees in the County.		
2. MCIP			
Included in an MCIP:	New MCIP to be established.		
If yes, Name & Date:			
3. SSRC			
Total Amount:	N/A		
No. of Years	N/A		
Yearly Increments:	N/A		
Clawback information:	N/A		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2018 by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Georgetown County Council (the “*County Council*”) as the governing body of the County, and **LIBERTY STEEL GEORGETOWN, INC.**, a corporation organized and existing under the laws of the State of Delaware (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of coiled wire rod and related products.

3. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

5. By enactment of an Ordinance on _____, 2018, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Liberty Steel Georgetown, Inc., a Delaware corporation, the Landlord and Operating Company, and, subject to the provisions of Section 5.09 hereof, any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$16,600,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Georgetown County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Georgetown County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Georgetown County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Georgetown County Council, the governing body of the County.

“County Treasurer” shall mean the Georgetown County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for Development of Joint Industrial and Business Park (Liberty Steel Georgetown, Inc.) dated as of _____, 2018, as amended, between the County and _____ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Minimum Job Requirement” shall mean, with respect to the Project, 150 new full-time jobs created and thereafter maintained by the Company.

“Phase” or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of

whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 293.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2017, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State, has the power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacture of coiled wire rod and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement and Minimum Job Requirement within the Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Minimum Job Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20__.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 293.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 [Intentionally Omitted]

Section 4.03 Failure to Achieve Minimum Investment Requirement or Minimum Job Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement or Minimum Job Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certifications as to investment in the Project as well as the adherence to the Minimum Job Requirement. Such certifications shall be in substantially the forms attached hereto as Exhibit B and Exhibit C, respectively, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to

the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the

obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form set forth as Exhibit D attached hereto. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act. [The Company hereby designates as a Sponsor Affiliate _____, a _____.]

[End of Article V]

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies

that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Liberty Georgetown Steel, Inc.

Attn: _____

With a copy to:

If to the County:

Georgetown County

Attn: County Administrator

129 Screven Street

Georgetown, SC 29442

And a copy to:

McNair Law Firm, P.A.

Attn.: Brandon T. Norris

104 S. Main Street, Suite 700

Greenville, SC 29601

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

By: _____
County Administrator

ATTEST:

Clerk to County Council of
Georgetown County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax Agreement]

LIBERTY GEORGETOWN STEEL, INC.

By: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

TRACT ONE:

Parcels 1 through 9, inclusive, on a map entitled "Map Showing the Property in the City of Georgetown owned by Georgetown Steel Corporation" dated September 2, 1987, prepared by Samuel M. Harper, R.L.S., and recorded in the Office of the Register of Deeds for Georgetown County, South Carolina in Plat Book 9 at Page 133.

ALSO:

Parcel 14: All that certain piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, containing 1.58 acres as shown on a plat of "Survey of 1.58 acres of land to be conveyed to Georgetown Steel Corporation, Located in the City of Georgetown, Surveyed for Georgetown Steel Corporation", dated October 25, 1988 and prepared by Samuel M. Harper, R.L.S., and recorded in the office of the Register of Deeds for Georgetown County in Plat Slide 15 at Page IB.

TMS# 05-0026A-001-00-00; #05-0026A-002-00-00; #05-0025-059-03-00; #05-0028- 022-01-00; #05-0025-025-00-00; #05-0025-0047-00-00; #05-0025-048-00-00; #05-0025- 057-00-00; #05-0025-053-00-00; #05-0025-052-00-00; #05-0025-006-00-00; #05-0025- 007-00-00; #05-0025-008-00-00; 05-0026-085-00-00; 05-0026-119-00-00; 05-0028-022-00-00;

ALSO:

TRACT TWO:

Parcels 1, 3 and 5, containing 4.80, 2.87 and 7.93 acres, respectively, acquired from Cytec Industries, Inc., on March 7, 1996 and shown on map entitled "Map of 40.44 Acres in the City of Georgetown and Georgetown County Surveyed for Cytec Industries, Inc.," by J. Luckey Sanders, R.L.S., dated December 14, 1995, revised February 28, 1996 and recorded in the Office of the ROD for Georgetown County, South Carolina in Plat Slide 194, Page 5.

TMS# 05-0028-023-01-00 (Parcels 1, 3 and Portion of Parcel 5);

TMS# 01-0439-003-01-00 (Portion of Parcel 5)

The above parcels being premises conveyed unto ISG Georgetown Inc. by deed of Georgetown Steel Company LLC dated June 18 2004 and recorded on June 18, 2004 in Deed Book 1526 at page 143 in the Office of the ROD for Georgetown County.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 2018 between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

MINIMUM JOB REQUIREMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The full-time jobs created by the Company in Georgetown County with respect to the Project during the calendar year ending December 31, 20__ was _____.

(2) The cumulative total full-time jobs created and maintained by the Company in Georgetown County with respect to the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is _____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT D

FORM OF JOINDER AGREEMENT

Reference is hereby made to that certain Fee Agreement effective as of _____, 2018 ("Fee Agreement"), between Georgetown County, South Carolina ("County") and Liberty Georgetown Steel, Inc. ("Company").

1. **Joinder to Fee Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement, and (b) acknowledges and agrees that: (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Sections 12-44-30(19), 12-44-30(20) and 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. **Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. **Notice.** Notices under Section 7.01 of the Fee Agreement shall be sent to:

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

ARCELORMITTAL GEORGETOWN, INC.

By: _____

Name: _____

Its: _____

Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____

Name: _____

Its: _____

Item Number: 16.c
Meeting Date: 6/14/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

CURRENT STATUS:

Second Reading

POINTS TO CONSIDER:

Georgetown County, South Carolina and Williamsburg County, South Carolina are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties.

In order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A.

A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement.

Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park, which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others ("Georgetown Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

FINANCIAL IMPACT:

The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will

apply to any business enterprise locating in the Park.

OPTIONS:

1. Adopt Ordinance No. 2018-08.
2. Do not adopt Ordinance No. 2018-08.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 2018-08.

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

ATTACHMENTS:

Description		Type
▯	Ordinance No 2018-08 Joint County Industrial Park with Williamsburg County	Ordinance
▯	MCIP Agreement with Williamsburg County	Backup Material
▯	Intergovernmental Agreement	Backup Material

ORDINANCE NO. 2018-08

AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, Georgetown County, South Carolina (“Georgetown County”) and Williamsburg County, South Carolina (“Williamsburg County”, and Georgetown County and Williamsburg County collectively, the “Counties”) are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the “Act”).

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

Section 1: Georgetown County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the “Park”) with Williamsburg County. The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A hereto as of the date hereof. The form of the Agreement for Development of Joint County Industrial and Business Park (Project Wilma) (the “Agreement”) shall be in substantially the form attached hereto as Exhibit B. The form, terms and provisions of the Agreement attached hereto as Exhibit B be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council of Georgetown County, and the Administrator of Georgetown County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Georgetown County. The Agreement is to be in substantially the form attached hereto as Exhibit B, or with such changes therein as shall be approved by the officials of Georgetown County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached hereto as Exhibit B.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid

in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park (“Georgetown Park Revenues”), which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others (“Georgetown Participating Taxing Entities”) in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

Section 5. The administration, development, promotion, and operation of the Park shall be the responsibility of Georgetown County, provided, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

Section 6. In order to avoid any conflict of laws or ordinances between the Counties, Georgetown County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 7. The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

Section 8. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 9. The Agreement may not be terminated except by concurrent ordinances of Georgetown County Council and Williamsburg County Council, in accordance with the terms of the Agreement.

Section 10. This Ordinance shall be effective after third and final reading and approval by Georgetown County Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals this ____ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

BY: _____
Chairman, County Council,
Georgetown County, South Carolina

BY: _____
Administrator
Georgetown County, South Carolina

ATTEST:

BY: _____
Clerk to County Council
Georgetown County, South Carolina

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Exhibit B

Agreement for Development of Joint County Industrial and Business Park

[see attached]

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR DEVELOPMENT OF
COUNTY OF GEORGETOWN)	JOINT COUNTY INDUSTRIAL AND
)	BUSINESS PARK (LIBERTY STEEL
COUNTY OF WILLIAMSBURG)	GEORGETOWN, INC.)

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Georgetown County, South Carolina ("Georgetown County"), dated as of _____, 2018, is made and entered into by and between Georgetown County and Williamsburg County, South Carolina ("Williamsburg County", and Georgetown County and Williamsburg County collectively, the "Counties"), both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of Georgetown County, there should be established in Georgetown County a joint county industrial and business park (the "Park"), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. **Location of the Park.**

(A) The Park consists of property located in Georgetown County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinances of Georgetown County Council and Williamsburg County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Georgetown County Council and by Williamsburg County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Georgetown County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing.

(D) Notwithstanding the foregoing, for a period of thirty-five (35) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner thereof and the Counties and, if applicable, lessee of such parcel.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Georgetown County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Georgetown County	100%
B.	Williamsburg County	0%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

A.	Georgetown County	99%
B.	Williamsburg County	1%

Any payment by Georgetown County to Williamsburg County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Georgetown County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Williamsburg County more than Williamsburg County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Georgetown County and Williamsburg County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Georgetown County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in Georgetown County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County shall be identical to the percentage established for the allocation of revenue to Georgetown County pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Georgetown County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Williamsburg County agree that this Agreement may not be terminated by either party for a period of thirty-five (35) years commencing with the effective date hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals as of this ____ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Georgetown County, South Carolina

By: _____
Administrator
Georgetown County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Georgetown County, South Carolina

WITNESS our hands and seals as of this ____ day of _____, 2018.

CAROLINA

WILLIAMSBURG COUNTY, SOUTH

By:

County Supervisor
Williamsburg County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Williamsburg County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

STATE OF SOUTH CAROLINA)
)
CITY OF GEORGETOWN) INTERGOVERNMENTAL AGREEMENT
)
GEORGETOWN COUNTY)

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) dated as of the ____ day of _____, 2018 is made and entered into by and between the City of Georgetown, South Carolina (the “City”) and Georgetown County, South Carolina (the “County”).

WHEREAS, the County, with the consent of the City, as required by law, in conjunction with an adjoining county to be identified (the “Partner County”), intends to enter into an Agreement for the Development of a Joint County Industrial and Business Park (the “Park Agreement”) for the purpose of establishing a joint county industrial and business park (the “Park”) pursuant to Sections 4-1-170 and 4-1-172 (the “Park Act”), Code of Laws of South Carolina 1976, as amended (the “Code”), such Park to contain certain land and improvements thereon located within the County and the City generally located at 420 South Hazard Street and having as of the date hereof Georgetown County Tax Map Numbers as shown on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), such Property being more particularly described in the Park Agreement, in order to promote the economic welfare of the citizens of the County, the Partner County and the City through the acquisition by construction and/or purchase of certain improvements, furnishings, fixtures, machinery, apparatus and equipment by Liberty Steel Georgetown, Inc. and/or its affiliates or assigns (collectively, the “Company”) for the purpose of establishing an industrial facility on the Property (the “Project”); and

WHEREAS, pursuant to the Park Agreement and the Park Act the County will collect fees in lieu of *ad valorem* taxes with respect to the Project and other property located in the Park (“Park Fees”); and

WHEREAS, the City and the County wish to enter into an agreement as to distribution of net Park Fees received and retained by the County with respect to the Project and all other real and personal property located upon or comprising a portion of the Property with respect to each property tax year after application of any special source revenue credits and distribution of any amount to the Partner County required by the Park Agreement (the “Net Park Fees”); and.

NOW, THEREFORE, BE IT AGREED:

1. Inclusion of Property in Park. Pursuant to the Park Act, the City hereby consents to the inclusion of the Property in the Park.
2. Distribution of Net Park Fees. Net Park Fees shall be distributed to the City in the same proportion and ratio, and for the same purposes, as its millage bears to the overall millage total levied with respect to the Property for the applicable tax year except as otherwise provided

by ordinance of Georgetown County, from time to time, relating to payment of special source revenue bonds or provision of special source revenue credits or payments, as the same may be modified or amended. Such Net Park Fees distributed to the City shall be allocated to operations and maintenance and to debt service as determined by the City Council of the City.

3. Effective Date. Pursuant to a resolution adopted by the City Council of the City and an ordinance enacted by the County Council, the City and the County are executing this Agreement as of the date set forth above.

4. Miscellaneous.

A. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when either hand delivered or deposited in the United States mail, certified mail, return receipt requested, with postage pre-paid, and addressed to the party or parties for whom intended as follows:

If to the County: Georgetown County, South Carolina
 Attn: County Administrator
 129 Screven Street
 Georgetown, SC 29442

with a copy to: Brandon T. Norris
 McNair Law Firm, P.A.
 104 S. Main Street, Suite 700
 Greenville, South Carolina 29601

If to the City: _____

The County or the City by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communications shall be sent.

B. No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the County or the City, in any other than his official capacity, and neither the members of the County Council or the City Council, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the County or the City contained in this Agreement.

C. This Agreement may not be effectively amended, changed, modified, altered, or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all parties hereto.

D. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

E. If any other provision of this Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

F. This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina.

[signature page follows]

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator
Georgetown County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Georgetown County, South Carolina

CITY OF GEORGETOWN, SOUTH CAROLINA

(SEAL):

By: _____
Mayor, City of Georgetown, South Carolina

ATTEST:

By: _____
City Clerk
City of Georgetown, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Item Number: 16.d
Meeting Date: 6/14/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Second reading.

POINTS TO CONSIDER:

The South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017. Georgetown County is now tasked with maintenance and operation of the facility.

It has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers. It has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended.

The Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

OPTIONS:

1. Adopt Ordinance No. 2018-09.
2. Do not adopt Ordinance No. 2018-09.

STAFF RECOMMENDATIONS:

Recommendation to defer action on Ordinance No. 2018-09.

ATTACHMENTS:

Description	Type
▯ Ordinance No. 2018-09 Providing for Parking Regulations for Murrells Inlet Boat Landing	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-09

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

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, the South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017; and

WHEREAS, the County is now tasked with maintenance and operation of the facility; and

WHEREAS, it has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers; and

WHEREAS, it has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended; and

WHEREAS, the Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

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

1. The Murrells Inlet Boat Landing Parking Area shall be accessible only for the parking of vehicles with attached boat trailers and marked the same.
2. Signage shall be erected on site of the landing and parking area clearly designating the restrictions of the parking area related to use by vehicles with attached boat trailers.
3. Any vehicle found in the parking area without an attached boat trailer will be found in violation of this ordinance and subject to the enforcement measures, fines and penalties outlined in Section 3 of GEORGETOWN COUNTY ORDINANCE NO. 2012-15: AN ORDINANCE TO REGULATE THE PARKING OF VEHICLES IN, ALONG, AND ADJACENT TO STREETS, HIGHWAYS, AND PARKING FACILITIES UNDER THE JURISDICTION OF GEORGETOWN COUNTY, as amended (2014-02).
4. Administration: The Georgetown County Summary Court is vested with administrative authority of this Ordinance which includes, but not limited to, collection, reporting and remittance to the County of any fines and administering court appearances.
5. Enforcement: The Georgetown County Sheriff is vested with the authority to enforce this Ordinance within Georgetown County.
6. If any portion of this Ordinance shall be deemed unlawful, unconstitutional, or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

7. Any prior Ordinance, the terms of which may demonstrate a conflict herewith, is, only to the extent of such conflict, hereby repealed.

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

Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 2018-09, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant,
Georgetown County Attorney

First Reading: March ____, 2018
Second Reading: April ____, 2018
Third Reading: April ____, 2018

Item Number: 16.e
Meeting Date: 6/14/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Recreation & Community Services

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

First Reading of Ordinance No. 2018-17.

POINTS TO CONSIDER:

Currently motorized vehicles are prohibited on public sidewalks and bike paths throughout Georgetown County. The bike path parallel to Wilbrook Boulevard was constructed and continues to be maintained by private property owners associations of communities adjacent to this path.

The privately constructed and maintained section of bike path was constructed primarily to permit property owners in these continuous communities to travel via golf cart between their residences and private beach access within Litchfield by the Sea.

Completion of the Kings River Road public bike path provides property owners within sections of Tradition and Willbrook communities adjacent to Kings River Road with convenient access to the bike path system. However, access to the Willbrook path requires these owners to travel approximately 3000' on Kings River Road to the intersection with Willbrook Boulevard in order to utilize the Willbrook path system.

Vehicle traffic volume at the intersection of Kings River Road and Willbrook Boulevard is generally quite heavy. The addition of numerous golf carts mixing with already heavy vehicle traffic has been deemed to be a safety concern by the property owners associations.

As a result of potential safety issues the adjacent property owners associations at Tradition and Willbrook have requested an amendment to the current ordinance to permit golf carts to utilize the approximately 3000' section of bike path located between the intersection of Kings River Road, Heston Point and Tradition Club Drive and the intersection of Kings River Road with Willbrook Boulevard.

The property owners associations have advised that they will be responsible for associated cost of any required signage and/or traffic control needed to support this ordinance change.

The Georgetown County Sheriff's Office reviewed this request and had no issues with approval provided the ordinance was formally amended to support this change.

FINANCIAL IMPACT:

None known.

OPTIONS:

1. Approve amendment to ordinance 2000-23 Division 2 Section 13.8-121 Traffic on Sidewalks and Bike Paths to permit motorized golf cart usage of approximately 3000' of public bike path located between intersection of Kings River Road with Heston Point and Tradition Club Drive and the intersection of Kings River Road with Willbrook Boulevard as requested for improved safety. Direct staff to work with adjacent property owners associations to obtain and install appropriate signage/traffic control equipment required by this amendment.

2. Do not amend ordinance as requested.

STAFF RECOMMENDATIONS:

Approve amendment to ordinance 2000-23 Division 2 Section 13.8-121 Traffic on Sidewalks and Bike Paths to permit motorized golf cart usage of approximately 3000' of public bike path located between intersection of Kings River Road

with Heston Point and Tradition Club Drive and the intersection of Kings River Road with Willbrook Boulevard as requested for improved safety. Direct staff to work with adjacent property owners associations to obtain and install appropriate signage/traffic control equipment required by this amendment.