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

County Administrator
Sel Hemingway

County Attorney
Wesley P. Bryant

Clerk to Council
Theresa E. Floyd

February 12, 2019 | **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 - January 22, 2019**
6. **CONSENT AGENDA**
   - **6.a Procurement #19-001, Georgetown County Fuel Card Services**
   - **6.b Procurement #18-072, John Deere 85 G Excavator**
   - **6.c Procurement #18-087, John Deere 330G Skid Steer**
   - **6.d Procurement #18-063, RFQ for Land Use Planning Corridor Companion Study**
   - **6.e Procurement #18-056, Pick Up and Recycling of Waste Tires**
   - **6.f Procurement #19-010 (4) Marked Dodge Caravans**
   - **6.g Procurement #19-009, Four (4) Marked Dodge Chargers (1) Umarked Charger**
   - **6.h Contract #15-073, Airport Engineering & Planning Services for Georgetown County, SC, Task Order #09**
7. **PUBLIC HEARINGS**
8. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
   - **8.a Board / Commission Appointments - Council District 1**
   - **8.b Board / Commission Appointments - Council District 2**

8.c Board / Commission Appointments - Council District 7

9. RESOLUTIONS / PROCLAMATIONS

10. THIRD READING OF ORDINANCES

11. SECOND READING OF ORDINANCES

11.a Ordinance No. 19-01 - To rezone approximately 16.36 acres located northeast of Highway 521 and north at its intersection with Indian Hut Road from 10,000 Sqaure Feet Residential (MR-10) to Forest and Agriculture (FA).

12. FIRST READING OF ORDINANCES

12.a Ordinance No. 19-02 - An Ordinance to authorize Georgetown County to lease to the Georgetown County Water and Sewer District a 1.1 acre portion of a 22 acre tract of property, designated as Tax Map No. 41-0402-023-00-00, and owned by Georgetown County

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Georgetown County Airport Strategic Update

15.b Impact Fee Report 2017-2018

15.c Self Insured Health Plan - Update Report

15.d Boards and Commissions - Term Limits

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD.

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number:	5.a
Meeting Date:	2/12/2019
Item Type:	APPROVAL OF MINUTES

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Session - January 22, 2019

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 - 1/22/19	Cover Memo

Georgetown County Council held a Regular Council Session on Tuesday, January 22, 2019, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

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

Staff:	Jackie Broach-Akers	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 outside of Council Chambers in the historic Courthouse.

Chairman John Thomas called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance. All members of County Council were in attendance.

APPROVAL OF AGENDA:
Councilmember Ron Charlton moved for approval of the meeting agenda. Councilmember Everett Carolina seconded the motion. There was no discussion on the motion.

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

PUBLIC COMMENTS:
Wesley Gibson
Mr. Gibson, speaking as a taxpayer and resident of Georgetown County, said there is a "dark cloud" looming over County Council. Concerns were voiced during the last council meeting that appear to have fallen on deaf ears as a member of the Council is still serving, voting, and making decisions amid allegations that he does not reside within the district he represents. Mr. Gibson asked how residents of Georgetown County can trust County Council to make trustworthy decisions on behalf of the citizens if its members cannot be honest about where they live. He said if the matter ends up in court, "we are united, organized, and ready". To newly elected Chairman of County Council, John Thomas, Mr. Gibson urged County Council's transparency. Mr. Gibson urged Councilman Beard to do what is in his own best interest by resigning. He said this is in the best interest of the County, and its citizens.

Fred Williams
Mr. Williams said he was in hopes, as the new year starts off, that Georgetown County Council would do a more adequate job of making sure that the services Georgetown County provides are done so in a more equitable way. He said that many concerns have been expressed to him by taxpayers who reside in the west end of Georgetown (city) who do not receive the services provided in other areas of the County. Mr. Williams said he had personally reviewed 10 years of the County's budgets, including hundreds of millions in capital funding, and asked if it was fair and equitable that the residents of the City's west end

received none of it. He stated that these residents are entitled to a "better deal" than they are currently getting, and he asked County Council to do a better job at this in 2019.

MINUTES:

Regular Council Session – January 8, 2019

Councilmember Ron Charlton moved to approve the minutes of the January 8, 2019 meeting. Councilmember Steve Goggans seconded the motion. Chairman Thomas called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

Procurement #18-066, CERP Replacement of two (2) Ford Expeditions for Midway Fire/Rescue, FY19 - County Council moved to award a Purchase Order to Sam Pack's Five Star Ford of Carrollton, TX in the amount of $95,823.00 for two Ford Expeditions (as specified). The County will be responsible for an additional $500.00 Infrastructure Maintenance Fee per vehicle paid directly to the State.

Private Ambulance Service Franchise, Renewal Applications & Mutual Aid Agreements - County Council approved the renewal of four (4) Ambulance Franchise Applications and associated Mutual Aid Agreements allowing these entities to continue operating patient transport services within Georgetown County: Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC, and Mobi-Care Medical Transport, LLC

Assignments to County Council's Standing Committees - In accordance with County Council's adopted *Rules of Procedure*, the Chairperson shall make appointments to standing committees no later than the second regular meeting in January (following each general election). Standing Committee appointments were made as follows:

Administration & Finance Committee
John Thomas (Committee Chairperson)
Austin Beard
Everett Carolina
Ron Charlton
Steve Goggans
Lillie Jean Johnson
Louis Morant

Health, Education & Leisure Committee
Lillie Jean Johnson (Committee Chairperson)
Ron Charlton
Steve Goggans
Louis Morant

Justice & Safety Committee
Ron Charlton (Committee Chairperson)
Everett Carolina
Louis Morant

Public Works Committee
Steve Goggans (Committee Chairperson)
Austin Beard
Everett Carolina
Lillie Jean Johnson
Louis Morant

Land Use & Tourism Committee
John Thomas (Committee Chairperson)
Austin Beard
Ron Charlton
Steve Goggans

BOARD APPOINTMENTS
Foster Care Review Board 15-A
Councilmember Austin Beard moved to nominate Ms. Barbara Dempsey to fill one of two vacancies (representing Georgetown County) on the Foster Care Review Board 15-A. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

ORDINANCES-Third Reading
No reports.

ORDINANCES-Second Reading:
No reports.

ORDINANCES-First Reading:
Ordinance No. 19-01 – To rezone approximately 16.36 acres located northeast of Highway 521 and north of its intersection with Indian Hut Road from 10,000 Ft Residential (MR-10) to Forest & Agriculture (FA).

BIDS:
No reports.

REPORTS TO COUNCIL:
Recognition Employee of the Quarter – 4th Quarter 2018
The Employee of the Quarter Award is set up to recognize full-time and part-time employees of Georgetown County for excellence on the job. Early Walker, an equipment operator and crew chief with Georgetown County's Public Works Division, was recognized as Georgetown County's Employee of the

Quarter (4th Quarter). He has been employed with the County for 14 years. Mr. Walker was nominated because of his impeccable work ethic. He is a team player, his workers take direction and respect his judgement, and he is a valued asset to Georgetown County's workforce.

Recognition – Volunteer of the Year 2018

County Council recognized Annie Stewart, who has volunteered her time for Georgetown County Fire/EMS since 2015, for being named Georgetown County's Volunteer of the Year for 2018. Ms. Stewart worked full-time for Georgetown County Fire/EMS for nearly 20 years. After she retired, she found she wasn't entirely ready to leave it behind, and has volunteered her time for Georgetown County Fire/EMS since 2015. She knows Georgetown County Fire/EMS makes a difference in lives, and her spirit encourages others.

Recognition – Employee Volunteer of the Year 2018

County Council recognized Amanda "Mandy" Glover, a Georgetown County Sheriff's Deputy and School Resource Officer at Rosemary Middle School in Andrews, for being selected as Georgetown County's Employee Volunteer of the Year for the outstanding volunteer service she renders throughout the community. Deputy Glover has been employed with the County for 23 years. Her nomination was credited to her "heart for service" that goes far above the call of duty, and the unselfish way she helps students and others in need.

Recognition – Manager of the Year 2018

County Council recognized Loren Wallace, named as Georgetown County's Manager of the Year for 2018. An employee of Georgetown County for two years, he is employed as Recreation Manager, assisting Department Director, Beth Goodale. Mr. Wallace is known for always being available to fulfill any role required of him when there is a need. One example of this was recently when it became difficult to ensure that First Aid and CPR training could be provided to staff as required, Mr. Wallace volunteered to become an instructor. He is always the first to arrive, the last to leave, and a recognized asset to the Department and Georgetown County.

Presentation for FY18 Comprehensive Annual Financial Report

Georgetown County's FY2018 Comprehensive Annual Financial Report was presented by Brenda Carroll, of the Baird Audit Group, LLC. Following the presentation, Ms. Carroll responded to questions from members of County Council. She commended Georgetown County Finance Director, Scott Proctor, and his staff for hard work and effort that was put into compiling a very detailed and comprehensive annual report. Ms. Carroll urged Council members to contact her at any time if additional questions should arise pertaining to the report or Georgetown County's financial position.

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.

EXECUTIVE SESSION:

Councilmember Everett Carolina made a motion to move into Executive Session in order to discuss a legal/personnel Issue. Councilmember Louis Morant seconded the motion. There was no discussion on the motion.

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

OPEN SESSION:
As open session resumed, Chairman John Thomas noted that during Executive Session, a legal/personnel matter was discussed. No votes were taken, nor were any decisions made while County Council was in Executive Session.

Being no further business to come before County Council, Chairman John Thomas called for a motion to adjourn the meeting. Councilmember Carolina so moved, and the meeting was adjourned.

_____
Date

_____
Clerk to Council

Item Number:	6.a
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Procurement #19-001, Georgetown County Fuel Card Services

CURRENT STATUS:
The County currently uses Mansfield/WEX fuel cards under the state contract agreement. The County has found another fuel card provider that can offeror equivalent or better services at a significant cost savings.

POINTS TO CONSIDER:
1) Procurement will utilize the Charlotte Cooperative Purchasing Alliance (CCPA) cooperative purchasing program, under the Purchasing Ordinance (2008-09):

Sec. 2-75. Cooperative Purchasing Agreements

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

2) Fleetcor/Fuelman performed a 90 day cost comparison between their fuel card services and the County's existing Mansfield/WEX fuel cards. This analysis showed a cost savings of $12,429.79 over those three months alone. If applied over the course of a year, the estimated cost savings would be $49,719.16 annually to the County.

3) There is no contract commitment required by Fleetcor/Fuelman so the County can cancel at any time and change back to Mansfield/WEX at any time if the County chooses to do so.

4) Fuelman/Fleetcor provides controls at the pump level (i.e. can only fill with regular unleaded/only diesel, etc.) that the current Mansfield/WEX fuel cards do not offer.

5) Pertinent staff of various departments have met with Fleetcor/Fuelman on several occasions and all recommend the change in fuel card providers after reviewing costs and locations.

6) Staff will have free access to a downloadable app so that they have access to all Fuelman gas station locations at the touch of their fingers.

7) Fleetcor/Fuelman will assign the County two dedicated account managers.

8) Fleetcor/Fuelman will travel to Georgetown County to assist the County with setup and make the conversion a smooth and seamless transition for all County staff.

FINANCIAL IMPACT:
Charges will be made the same as is currently being done, to the applicable department using the

card and accounted for in GL Account 50307. Based on the provided 90 day analysis, there would be an estimated annual cost savings of $49,719.16 to the County.

OPTIONS:

1) Award an agreement to Fleetcor Technologies dba Fuelman as the County's new fuel card provider; or
2) Decline the award.

STAFF RECOMMENDATIONS:

Staff had Fuelman run a 90 day analysis comparing costs between the County's current Mansfield/WEX fuel cards and the proposed Fleetcor/Fuelman fuel cards. Research showed an astounding $12,429.79 cost savings over that 90 day period alone. Public Services, Purchasing, First Vehicle Services (our fleet management provider), the Sheriff's Office, and the County Administrator met with Fleetcor/Fuelman on several occasions to discuss the possible change of fleet card providers. Finance has reviewed their cost analysis and provided their approval of the change in service providers as well. All above mentioned departments have reviewed costs and Fuelman locations and all recommend the change in providers.

ATTORNEY REVIEW:

No

ATTACHMENTS:

	Description	Type
	CCPA Fuelman Sell Sheet	Cover Memo
	90 Day Cost Analysis Summary	Cover Memo
	Recommendation by Mr. Ray Funnye, Director of Public Services	Cover Memo

Did you know about the Charlotte Cooperative Purchasing Alliance (CCPA)?

➢ It's going to help you save money starting with your fuel budget!

How would you like to have the buying power of the City of Charlotte help reduce your procurement costs by leveraging aggregate purchasing volume to receive better pricing?

- **You can with CCPA…consider our Fuel Supply / Fuel Card program from FleetCor/Fuelman.**

CCPA is the Charlotte Cooperative Purchasing Alliance, which manages a Government-to-Government cooperative purchasing program. But don't let the name fool you…CCPA serves as a government cooperative purchasing organization for government agencies nationwide.

All contracts are publicly solicited, awarded, and held by the City of Charlotte, North Carolina. CCPA contracts are available for use and benefit all entities that must comply with state purchasing laws (cities, counties, public and private schools, colleges and universities, non-profits, and all governmental entities). This means you save money without the hassle of the bidding process! It's simple to join* and members can participate in any CCPA purchasing contract starting with great savings on the fuel you purchase with Fuelman!

Three Great Ways to Save on Fuel

- **Retail Fuel Purchasing** at contracted bid rates gives Participants access to CCPA's buying power at approximately 40,000 Fuelman Network (Retail) fueling stations nationwide representing nearly half of all diesel locations in the U.S..
- **On-Site Consigned Fuel** gives Participants on-site fuel system automation controls and integrated on-site/off-site fleet fuel reports with pay as you go billing of fuel pumped from on-site tanks. Contracted/bid rates gives Participants access to CCPA's buying power for on-site purchases.
- **Tax Exempt Billing** provides qualifying Participants invoices free of exempt taxes, automatically and without fees. FleetCor files tax exemption refund claims on behalf of participants saving customers based in NC more than 57¢ per gal on gas, 63¢ per gal on diesel (Federal and State). In SC, Fleetcor files tax exemption claims on behalf of participants saving clients more than 18 cents/gal on gas and 24 cents/gal on diesel (Federal)

Three Ways to Save Money

- **Save on overall fuel expenses** by eliminating unauthorized fuel use and unwanted spending. Fuelman card controls are best in industry.
- **Enjoy Competitive Wholesale Cost-based Pricing indexed to OPIS Newsletter Rack Prices** for retail and on-site consignment purchases.
  - ➢ Cost-plus pricing format negotiated in the Bid is a reliable and proven way to save money on fuel purchases.
- **Eliminate the hassle of reconciling on-site and off-site fueling** with integrated reporting that tracks use by vehicle and driver.

Three Ways to Save Time

- **The pricing and terms are already negotiated** for Participants - just an easy, customized Participation Form to complete for sign-up.
- **FleetCor's large network of Fuelman Card acceptance locations** provides Participants a convenient nationwide fueling network.
- **Professional assistance** to help you set up your equipment, establish customized controls, and improve reporting and efficiency.

* **Learn more and register for the contract via www.charlottealliance.org**

Put the Fuelman Fleet Card

	County's Quantity -In Gallons	County's Current State Contract Mansfield/ WEX- Price Per Gallon	County's Current State Contract Mansfield/ WEX- Costs (County's Actual Costs from Invoices)*	CCPA Cooperative Fuelman -Price Per Gallon	CCPA Cooperative Fuelman -Costs*	DIFF PER GAL	DIFF DOLS*
PAST 3 MONTHS TOTAL							
SUBTOTAL DIESEL	14,484.29	$2.822	$40,878.93	$2.621	$37,966.46	-0.2011	-$2,912.47
SUBTOTAL UNLEADED	62,989.23	$2.495	$157,126.72	$2.374	$149,520.76	-0.1208	-$7,605.96
SUBTOTAL PREMIUM	3,713.78	$3.169	$11,768.05	$2.901	$10,772.35	-0.2681	-$995.70
SUBTOTAL UNLEADED PLUS	4,322.76	$2.761	$11,935.52	$2.549	$11,019.86	-0.2118	-$915.66
GRAND TOTAL	**85,510.06**	**$2.593**	$221,709.22	**$2.447**	$209,279.43	-0.1454	-$12,429.79
							3 months Savings versus the State Contract Amount Paid.
SEPTEMBER TOTALS							
SUBTOTAL DIESEL	4,201.44	$2.901	$12,189.81	$2.720	$11,426.44	-0.1817	-$763.37
SUBTOTAL UNLEADED	20,037.35	$2.501	$50,111.24	$2.399	$48,066.85	-0.1020	-$2,044.39
SUBTOTAL PREMIUM	1,485.15	$3.170	$4,708.04	$2.922	$4,340.30	-0.2476	-$367.74
SUBTOTAL UNLEADED PLUS	1,393.66	$2.762	$3,849.45	$2.568	$3,578.84	-0.1942	-$270.61
GRAND TOTAL	**27,117.59**	**$2.613**	$70,858.54	**$2.486**	$67,412.43	-0.1271	-$3,446.11
AUGUST TOTALS							
SUBTOTAL DIESEL	4,882.88	$2.788	$13,611.48	$2.579	$12,591.79	-0.2088	-$1,019.69
SUBTOTAL UNLEADED	22,205.38	$2.476	$54,980.77	$2.346	$52,102.07	-0.1296	-$2,878.70
SUBTOTAL PREMIUM	1,146.78	$3.152	$3,614.92	$2.873	$3,294.15	-0.2797	-$320.77
SUBTOTAL UNLEADED PLUS	1,577.22	$2.755	$4,345.33	$2.530	$3,990.32	-0.2251	-$355.01
GRAND TOTAL	**29,812.25**	**$2.568**	$76,552.50	**$2.414**	$71,978.33	-0.1534	-$4,574.17
JULY TOTALS							
SUBTOTAL DIESEL	5,399.97	$2.792	$15,077.64	$2.583	$13,948.23	-0.2092	-$1,129.41
SUBTOTAL UNLEADED	20,746.50	$2.508	$52,034.71	$2.379	$49,351.84	-0.1293	-$2,682.87
SUBTOTAL PREMIUM	1,081.85	$3.184	$3,445.09	$2.900	$3,137.90	-0.2839	-$307.19
SUBTOTAL UNLEADED PLUS	1,351.88	$2.767	$3,740.74	$2.553	$3,450.70	-0.2145	-$290.04
GRAND TOTAL	**28,580.21**	**$2.600**	$74,298.18	**$2.445**	$69,888.67	-0.1543	-$4,409.51

*All prices exclude Federal Excise Tax which the County is exempt from paying.

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

Memorandum

To: Nancy Silver

From: Ray C. Funnye

File #: 316.16

Date: January 29, 2019

Re: Recommendation for Change in Georgetown County Fuel Card Provider

---

A potential new, cost-saving vendor for fuel cards has surfaced under the CCPA/City of Charlotte Cooperative Agreement.

Staff received a 90-day cost comparison between the CCPA Fuelman fuel cards versus the existing State Contract pricing with the County's current provider, Mansfield, for the WEX fuel card program. Analysis revealed an astounding cost savings of **$12,429.79** over 90 days alone. Public Services, Procurement, the County Administrator, the Sheriff's Department and our fleet management company, First Vehicle Services (FVS), met with Fleetcor Technologies-Fuelman multiple times and determined that the change from the current State Contract pricing under the Mansfield WEX fuel cards to the CCPA Cooperative Contract pricing under Fleetcor Technologies-Fuelman for fuel cards would be in the best interest of the County.

Fuelman has also taken the initiative to acquire additional gas stations in our more rural areas so as not to inconvenience any County staff. Fuelman also provides a free app that can be used by each individual user. This app has been reviewed by staff and found to be user-friendly and valuable for staff that travel nationwide.

Fuelman further provides various controls on the front-end, such as limiting the type of gas that can be used, limiting the amount that can be pumped based on the tank size of the vehicle, and tracking odometer readings.

Based on the aforementioned and the fact that all above staff have unanimously endorsed the change, I recommend we change in fuel card providers from the state Mansfield WEX fuel cards to the FleetCor Technologies-Fuelman fuel cards for Georgetown County's fuel card needs.

Item Number:	6.b
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Procurement #18-072, John Deere 85 G Excavator

CURRENT STATUS:
The new excavator will be a replacement of the 2010 New Holland B95B Backhoe under the FY19 Capital Equipment Replacement Program (CERP) for the Public Works Division

POINTS TO CONSIDER:
1) Procurement of this unit will utilize the cooperative purchasing program, Sourcewell ID#032515-JDC, Georgetown County Member ID # 41779 under the Purchasing Ordinance (2008-09):Sec. 2-75. Cooperative Purchasing Agreements Independent of the requirement of sections 2-48, 2-51, 2-53 through 2-55, and 2-77 of this manual, and as prescribed in Title 11, Chapter 35, Article 19, Section 11-35-4610 and 4810 of the State Consolidated Procurement Code, the Purchasing Officer may procure items, to include but not limited to supplies, equipment or services through cooperative purchasing agreements with an external procurement activity.

2) The County has compared costs between other John Deere Suppliers and finds the Source well cooperative pricing with Flint Equipment Company to be the lowest price for the County.

3) A quote of $112,049.00 was received from Flint Equipment Company of Aynor, SC.

4) A quote of $121,865 was received from Beard Equipment located in Mobile, AL

FINANCIAL IMPACT:
This item was included in the FY19 CERP and is budgeted in the GL account number 449-301-50705. With a budget provided of $135,000, this purchase will be fully funded.

OPTIONS:
1) Approve purchase from Flint Equipment as the delivering dealer for a John Deere 85G Excavator in the amount of $112,049.00 inclusive of sales tax and delivery; OR
2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:
Georgetown County received two (2) quotes for procurement of a Excavator for the Public Works Division. Staff has reviewed and evaluated both quotes and finds the quote from Flint Equipment Company meets all required specifications at the lowest price,it is also under the Sourcewell cooperative agreement. Based on the aforementioned, staff recommends award go to the lowest provider Flint Equipment Company

ATTORNEY REVIEW:
No

ATTACHMENTS:

Description	Type
Vehicle/Equipment Procurement Approval	Cover Memo
Flint and Beard Equipment Quotes	Cover Memo
Draft of PO 2019-373	Cover Memo
Recommendation by Ray Funnye	Cover Memo

Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 18-072

Procurement for: **PUBLIC WORKS** John Deere 85 G Excavator

Budgeted: X-YES ☐-NO

Budgeted/Estimated Cost: $112,049.00 **FY** 19

Funds Available: X-YES ☐-NO ☐-Pending Budget Transfer

☐-Cash Purchase

☐-Municipal Lease/Purchase Financing ___ -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499.301.~~50507~~ 50705	$135,000.00
Is grant money involved in this procurement? ☐-YES X-NO If YES, attach a copy of the approved grant budget from the awarding source. Grant Approval Attached : ☐-YES ☐-NO	

☐ - New Acquisition **Replacement:** X - Scheduled CERP ☐ - Destroyed

Unit Being Replaced: Year/Make Model ~~2011~~ 2010 New Holland B95B Backhoe

VIN/Serial No. ~~HH02687~~ 2441260

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

Bank Currently Holding Title: _____

Department Director/Elected Official	Date 12/3/18
Budget Officer	Date 12/5/18.
Purchasing	Date 12/3/18
Finance Director	Date 12/5/18
County Administrator	Date 12/11/18

Revised 06.06.2017

JOHN DEERE

Quote Summary

Prepared For:
GEORGETOWN COUNTY PUBLIC WORKS
P O Drawer 421270
2236 Browns Ferry Rd
Georgetown, SC 29440
Business: 843-545-3438

Prepared By:
EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

Quoted using the SOURCEWELL COOPERATIVE PRICING AGREEMENT. SOURECWELL CONTRACT # 032515-JDC GEORGETOWN COUNTY MEMBER ID# 41779

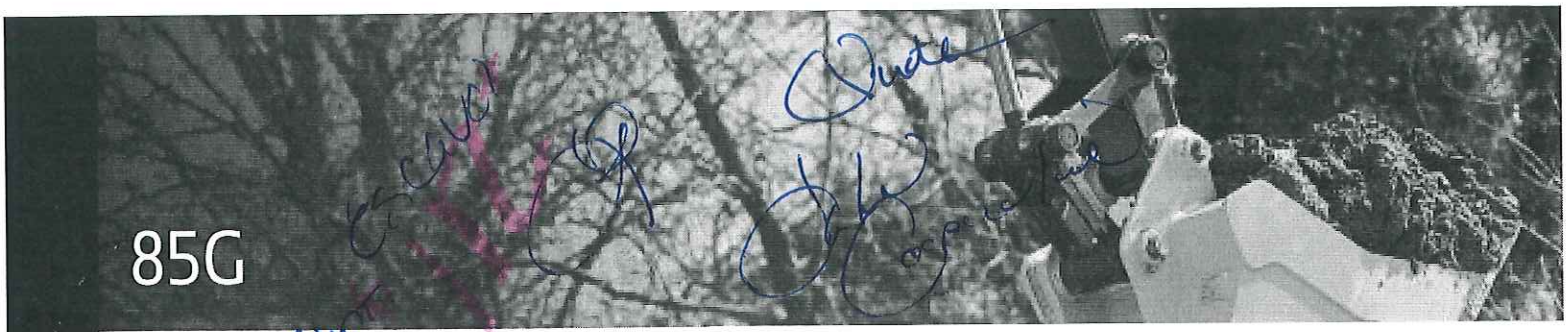
Quote Id:	18349631
Created On:	12 October 2018
Last Modified On:	16 January 2019
Expiration Date:	15 February 2019

Equipment Summary	**Qty**	**Extended**
2018 JOHN DEERE 85G EXCAVATOR - 1FF085GXPJJ020118	1	
John Deere Extended Warranty-	1	
Equipment Total		**$ 111,549.00**

Quote Summary	
Equipment Total	$ 111,549.00
SubTotal	$ 111,549.00
Sales Tax	$ 500.00
Total	$ 112,049.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 112,049.00**

Salesperson : X _____

Accepted By : X _____

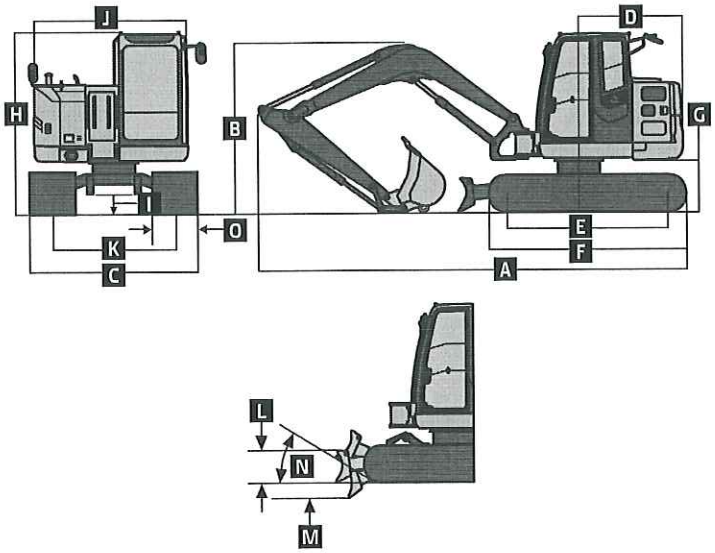


85G

Rubber or Steel Tracks

Engine	**85G**		
Manufacturer and Model	Yanmar 4TNV98C-WHBW		
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV		
Net Power (ISO 9249)	42.4 kW (56.9 hp) at 2,000 rpm		
Cylinders	4		
Displacement	3.3 L (202 cu. in.)		
Aspiration	Natural		
Off-Level Capacity	70% (35 deg.)		
Cooling			
Variable-speed fan; viscous clutch			
Powertrain			
2-speed propel with automatic shift			
Maximum Travel Speed			
Low	3.1 km/h (1.9 mph)		
High	5.0 km/h (3.1 mph)		
Drawbar Pull	6650 kgf (14,661 lb.)		
Hydraulics			
Open center, load sensing			
Main Pumps	3 variable-displacement axial-piston pumps		
Maximum Pump Flow	2 x 72 + 56 L/m (2 x 19 + 15 gpm)		
Pilot Pump	1 gear		
Maximum Rated Flow	20 L/m (5.3 gpm)		
System Relief Pressure	3900 kPa (566 psi)		
System Operating Pressure			
Implement Circuits	26 000 kPa (3,771 psi)		
Travel Circuits	31 400 kPa (4,554 psi)		
Swing Circuits	25 000 kPa (3,626 psi)		
Controls	Pilot levers, short stroke, low effort; hydraulic pilot controls with shutoff lever		
Cylinders			
Heat-treated, chrome-plated, polished cylinder rods; hardened steel (replaceable bushings) pivot pins			
	Bore	*Rod Diameter*	*Stroke*
Boom (1)	115 mm (4.5 in.)	65 mm (2.6 in.)	885 mm (34.8 in.)
Arm (1)	95 mm (3.7 in.)	60 mm (2.4 in.)	900 mm (35.4 in.)
Bucket (1)	85 mm (3.3 in.)	55 mm (2.2 in.)	730 mm (28.7 in.)
Electrical			
Batteries	2 x 12 volt		
Battery Capacity	2 x 450 CCA		
Alternator Rating	50 amp		
Work Lights	2 halogen: 1 mounted on boom and 1 mounted on frame		
Undercarriage			
Rollers (each side)			
Carrier	1		
Track	5		
Shoes (each side)	40		
Track			
Adjustment	Hydraulic		
Chain	Sealed and lubricated		
Swing Mechanism			
Swing Speed	10.5 rpm		
Swing Torque	16 600 Nm (12,244 lb.-ft.)		
Boom Swing			
Left	60 deg.		
Right	60 deg.		

Machine Dimensions	85G
	Arm Length 2.12 m (6 ft. 11 in.)
A Overall Length	6.82 m (22 ft. 5 in.)
B Overall Height with 450-mm (18 in.) Rubber Crawler Pads	2.61 m (8 ft. 7 in.)
C Undercarriage Width	
With 450-mm (18 in.) Shoes	2.20 m (7 ft. 3 in.)
With 600-mm (24 in.) Shoes	2.35 m (7 ft. 9 in.)
D Rear-End Length/Swing Radius	1.49 m (4 ft. 11 in.)
E Distance Between Idler/Sprocket Centerline	2.29 m (7 ft. 6 in.)
F Undercarriage Length	2.92 m (9 ft. 7 in.)
G Counterweight Clearance	0.72 m (28 in.)
H Cab Height	2.53 m (8 ft. 4 in.)
I Ground Clearance	360 mm (14 in.)
J Upperstructure Width	2.32 m (7 ft. 7 in.)
K Gauge Width	1.75 m (5 ft. 9 in.)
L Blade Lift Height	340 mm (13 in.)
Blade Height	460 mm (18 in.)
Blade Width	
With 450-mm (18 in.) Shoes	2200 mm (7 ft. 3 in.)
With 600-mm (24 in.) Shoes	2350 mm (7 ft. 9 in.)
M Blade Cut Below Grade	320 mm (13 in.)
N Blade Lift Angle	26 deg.
O Track Width	
With 450-mm (18 in.) Shoes	0.45 m (18 in.)
With 600-mm (24 in.) Shoes	0.60 m (24 in.)



Lift Capacities

Boldface type indicates hydraulically limited capacities; lightface type indicates stability-limited capacities, in kg (lb.). Ratings are at bucket lift hook, using standard counterweight, situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87% of hydraulic capacity or 75% of weight needed to tip machine. All lift capacities are based on ISO 10567.

	HORIZONTAL DISTANCE FROM CENTERLINE OF ROTATION							
	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)	
LOAD POINT HEIGHT	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
With 3.67-m (12 ft. 2 in.) boom, 2.12-m (6 ft. 11 in.) arm, 0.28-m³ (0.37 cu. yd.) bucket, 450-mm (18 in.) rubber pads, and 2200-mm (7 ft. 3 in.) blade								
4.5 m (15 ft.)					**1735 (3,825)**	1656 (3,651)		
3.0 m (10 ft.)					**2044 (4,506)**	1597 (3,521)	**1809 (3,988)**	1022 (2,253)
1.5 m (5 ft.)					**2619 (5,773)**	1488 (3,280)	**1968 (4,339)**	986 (2,174)
Ground Line			**2577 (5,682)**	2445 (5,391)	**2992 (6,597)**	1403 (3,092)	**2069 (4,561)**	952 (2,098)
–1.5 m (–5 ft.)	**2683 (5,914)**	**2683 (5,914)**	**4770 (10,516)**	2448 (5,397)	**2868 (6,322)**	1377 (3,036)		
–3.0 m (–10 ft.)			**3130 (7,012)**	3130 (5,560)				
With 3.67-m (12 ft. 2 in.) boom, 2.12-m (6 ft. 11 in.) arm, 0.28-m³ (0.37 cu. yd.) bucket, 600-mm (24 in.) shoes, and 2470-mm (8 ft. 1 in.) blade								
4.5 m (15 ft.)					**1735 (3,825)**	1679 (3,702)		
3.0 m (10 ft.)					**2044 (4,506)**	1620 (3,572)	**1809 (3,988)**	1038 (2,289)
1.5 m (5 ft.)					**2619 (5,773)**	1511 (3,332)	**1968 (4,339)**	1002 (2,210)
Ground Line			**2577 (5,682)**	2485 (5,479)	**2992 (6,597)**	1426 (3,143)	**2069 (4,561)**	968 (2,134)
–1.5 m (–5 ft.)	**2683 (5,914)**	**2683 (5,914)**	**4770 (10,516)**	2488 (5,485)	**2868 (6,322)**	1400 (3,087)		
–3.0 m (–10 ft.)			**3130 (7,012)**	3130 (5,647)				

Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

75G	85G	Engine
●	●	Auto-idle system
●	●	Batteries (2 – 12 volt)
●	●	Coolant recovery tank
●	●	Single-element air filter
●	●	Electronic engine control
●	●	Enclosed fan guard (conforms to SAE J1308)
●	●	Engine coolant to –37 deg. C (–34 deg. F)
●	●	Fuel filter with water separator
●	●	Full-flow oil filter
●	●	Radiator and oil cooler with dust-protective net
●	●	Glow-plug start aid
●	●	500-hour engine oil-change interval
●	●	70% (35 deg.) off-level capacity
●	●	Isolation mounted
		Hydraulic System
●	●	Reduced-drift valve for boom down, arm in
●	●	Auxiliary hydraulic valve section
●	●	Spring-applied, hydraulically released automatic swing brake
●	●	Auxiliary hydraulic-flow adjustments through monitor
●	●	5,000-hour hydraulic oil-change interval
●	●	Auxiliary hydraulics
●	●	Control pattern-change valve
▲	▲	Hydraulic filter restriction indicator kit
▲	▲	Load-lowering control device
▲	▲	Single-pedal propel control
		Undercarriage
●	●	Planetary drive with axial piston motors
●	●	Propel motor shields
●	●	Spring-applied, hydraulically released automatic propel brake
●	●	2-speed propel with automatic shift
●	●	Upper carrier roller (1)
●	●	Sealed and lubricated track chain
●	●	Undercarriage with blade
▲	▲	Triple semi-grouser shoes, 450 mm (18 in.)
▲	▲	Triple semi-grouser shoes, 600 mm (24 in.)
▲	▲	Rubber crawler pads, 450 mm (18 in.)
▲	▲	Rubber belt, continuous, 450 mm (18 in.)

75G	85G	Upperstructure
●		Counterweight, 1305 kg (2,877 lb.)
	●	Counterweight, 1408 kg (3,104 lb.)
●	●	Right- and left-hand mirrors
●	●	Vandal locks with ignition key: Cab door / Engine hood / Fuel cap / Service doors
●	●	Remote-mounted fuel filters
		Front Attachments
●	●	Centralized lubrication system
●	●	Dirt seals on all bucket pins
●	●	Oil-impregnated bushings
●	●	Reinforced resin thrust plates
●	●	Tungsten carbide thermal coating on arm-to-bucket joint
●	●	Arm, 2.12 m (6 ft. 11 in.)
▲	▲	Attachment quick-couplers
▲	▲	Buckets: Ditching / Heavy duty / Heavy-duty high capacity / Side cutters and teeth
		Operator's Station
●	●	Meets ISO 12117-2 for ROPS
●	●	Adjustable independent control positions (seat-to-pedals)
●	●	AM/FM radio
●	●	Auto climate control/air conditioner with heater and pressurizer
●	●	Built-in operator's manual storage compartment and manual
●	●	Cell-phone power outlet, 12 volt, 60 watt, 5 amp
●	●	Coat hook
●	●	Deluxe cloth suspension seat with adjustable armrests
●	●	Floor mat
●	●	Front windshield wiper with intermittent speeds
●	●	Gauges (illuminated): Engine coolant / Fuel
●	●	Horn, electric
●	●	Hour meter, electric
●	●	Hydraulic shutoff lever, all controls
●	●	Hydraulic warm-up control
●	●	Interior light
●	●	Large cup holder

75G	85G	Operator's Station *(continued)*
●	●	Machine Information Center (MIC)
●	●	Mode selectors (illuminated): Power modes (2) / Travel modes (2 with automatic shift) / Work mode (1)
●	●	Multifunction, color LCD monitor with: Diagnostic capability / Multiple-language capabilities / Maintenance tracking / Clock / System monitoring with alarm features: Auto-idle indicator, engine air cleaner restriction indicator light, engine check, engine coolant temperature indicator light with audible alarm, engine oil pressure indicator light with audible alarm, low-alternator-charge indicator light, low-fuel indicator light, fault-code alert indicator, fuel-rate display, wiper-mode indicator, work-lights-on indicator, and work-mode indicator
●	●	Motion alarm with cancel switch (conforms to SAE J994)
●	●	Auxiliary hydraulic control switches in right console lever
●	●	SAE 2-lever control pattern
●	●	Seat belt, 51 mm (2 in.), retractable
●	●	Tinted glass
●		Transparent tinted overhead hatch
	●	Transparent tinted overhead window
●	●	Hot/cold beverage compartment
▲	▲	Seat belt, 76 mm (3 in.), non-retractable
▲	▲	Protection screens for cab front, rear, and side
▲		Window vandal-protection covers
		Electrical
●	●	50-amp alternator
●	●	Blade-type multi-fused circuits
●	●	Positive-terminal battery covers
▲	▲	JDLink™ wireless communication system (available in specific countries; see your dealer for details)
		Lights
●	●	Work lights: Halogen / 1 mounted on boom / 1 mounted on frame

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard equipment; 0.31-m^3 (0.41 cu. yd.), 762-mm (30 in.), 313-kg (691 lb.) buckets; 450-mm (18 in.) rubber crawler pad shoes; 2.12-m (6 ft. 11 in.) arms; full fuel tanks; and 75-kg (165 lb.) operators, a 75G unit with 1305-kg (2,877 lb.) counterweight; and an 85G unit with 1408-kg (3,104 lb.) counterweight.

JohnDeere.com

DKAX7585G Litho in U.S.A. (17-01)

JOHN DEERE BEARD EQUIPMENT CO. JOHN DEERE

January 7, 2019

Georgetown County Public Works
2236 Browns Ferry Rd.
Georgetown, SC 29440

Beard Equipment Company appreciated the opportunity to provide your county with the following quotation.

2018 Deere 85G excavator equipped with:
-18" rubber pads
-6'11" arm
-hydraulic thumb
-hydraulic coupler
-30" bucket
-48" ditch bucket

PRICE **$121,865**

Please let us know if you have any questions or need any additional information.

Kind regards,
Jamie Saalfield
Beard Equipment Co.

DRAFT

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

Ship To
GEORGETOWN COUNTY PUBLIC WORKS
2236 BROWNS FERRY ROAD
(a/k/a SC-51)
GEORGETOWN, SC 29440

Purchase Order
No. 2019-00000373

01/28/19

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

Vendor 1126527 FLINT EQUIPMENT COMPANY

Contact
FLINT EQUIPMENT COMPANY
ATTN: Edward Kelley
4900 East Highway 501
AYNOR, SC 29511

Deliver by
Ship Via VEND
Freight Terms F.O.B: DESTINATION
Originator Sharon Moultrie
Resolution Number 18-072
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
1.0000	EA	MACHINERY & EQUIPMENT		$111,549.0000	$111,549.00

Item Description 2018 JD 85G Mini Excavator Bid #17-075 as per quote 18349631
Detail Description Note: V bucket will need to be built to County Specs

G/L Account	*Project*	*Amount*	*Percent*
499.301-50707 (Machinery & Equipment)			100.00%

1.0000	EA	Sales Tax		$500.0000	$500.00

Item Description id #17-075 2018 John Deere 85G Excavator

G/L Account	*Project*	*Amount*	*Percent*
499.301-50707 (Machinery & Equipment)			100.00%

Level	*Level Description*	*Date*	*Approval User*
1	Dept Entry	1/24/2019	Sharon Moultrie
3	Director	1/24/2019	Ray Funnye
4	Purchasing	1/28/2019	Pamela Bassetti

Subtotal $112,049.00
Sales Tax $0.00

Total Due $112,049.00

SIGNATURE

SIGNATURE

Special Instructions
This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced:
Contract ID:_____ Membership #_____
Order/Quotation# _____ Order Date: _____
FROM: Georgetown County, SC Purchasing Office Phone (843)545-3083 - FAX (843)545-3500 - EMail: purch@gtcounty.org

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

Memorandum

To: Nancy Silver

From: Ray C. Funnye

File #: 316.16

Date: January 18, 2019

Re: Recommendation for Purchase: John Deere 85G Mini Excavator

---

The Fiscal Year 2019 Capital Replacement Plan budgeted $135,000.00 for the acquisition of a new backhoe in Public Works to replace the 2010 New Holland unit.

After an on-site demonstration and thorough assessment of the county's current and future needs, Public Works requested two quotes including specifications and pricing for a John Deere 85G Mini Excavator. Beard Equipment Company quoted the equipment at $121,865.00; Flint Equipment Company via Sourcewell Cooperative quoted $112,049.00.

Based on the aforementioned, I hereby recommend the purchase of the John Deere 85G Mini Excavator at $112,049.00 from the quoted vendor Flint Equipment Company, currently under Sourcewell Cooperative agreement.

Item Number:	6.c
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Procurement #18-087, John Deere 330G Skid Steer

CURRENT STATUS:
Electronic waste is sharing a skid steer with the Materials Recovery Facility (MRF). With only one unit at this time, it is creating operations slow down, backlog of materials and waste of manpower time.

POINTS TO CONSIDER:
This item will be procured using the State Contract #4400018714, under the existing procurement code:
Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities: Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201,6-202)

1) Quote # 1 Cooperative Agreement from Flint Equipment Company of Aynor, SC in the amount of $ 53,700.00.

2) Quote # 2 Company Wrench, LTD of Ohio $57,825.28 (comparable).

FINANCIAL IMPACT:
This procurement is fully funded in GL account # 502.313-50707. After verification with Finance, taxes are exempt for this purchase.

OPTIONS:
1) Award a PO to Flint Equipment Company of Aynor, SC in the amount of $53,700.00, inclusive of delivery.

2) Decline to execute the agreement

STAFF RECOMMENDATIONS:
Competitive pricing was received from Flint Equipment for the John Deere unit and compared to the Company Wrench, LTD for a comparable JBC unit. The John Deere unit has a Ride Control feature which will help maintain stability when transporting heavy materials, which will help keep the engine unit clear of dust in the harsh working environment of Material Recovery Facility. The John Deere unit was the lowest price for the landfill's required specifications. Therefore, staff recommends the purchase from Flint Equipment Company of Aynor, SC.

ATTORNEY REVIEW:
No

ATTACHMENTS:

	Description	Type
	Vechicle/Equipment Procurment Approval	Cover Memo
	Quotes from Flint Equipment & Company Wrench	Cover Memo
	Recommendation by Ray Funnye, Director of Public Services.	Cover Memo

Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 18-087

Procurement for: Skid Steer - John Deere 330G for Materials Recovery Facility

Budgeted: ☑-YES ☐-NO

Budgeted/Estimated Cost: $54,700 **FY** 19

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

Funding Source Location	
G/L Account Number	Funding Amount
502.313-50707	70,000

Is grant money involved in this procurement? ☐-YES ☑-NO

If YES, attach a copy of the approved grant budget from the awarding source.
Grant Approval Attached : ☐-YES ☑-NO

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

Unit Being Replaced: Year/Make Model _____

VIN/Serial No. _____

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

Bank Currently Holding Title: _____

Department Director/Elected Official — Date 12/19/18

Budget Officer — Date 1/30/19

Purchasing — Date 12/28/18

Finance Director — Date 1/30/19

County Administrator — Date 1/30/19

Revised 06.06.2017

JOHN DEERE

Quote Id: 18350964

Prepared For:

GEORGETOWN COUNTY LANDFILL

FLINT

CONSTRUCTION & FORESTRY DIVISION

Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688
Fax: 843-358-2826
Email: ekelley@flintequipco.com

Date: 12 October 2018

Offer Expires: 29 March 2019

JOHN DEERE

Quote Summary

Prepared For:
GEORGETOWN COUNTY LANDFILL
Po Box 1270
Georgetown, SC 29442
Business: 843-546-8848

Prepared By:
EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

Quoted using the SOURCEWELL COOPERATIVE PRICING AGREEMENT. SOURECWELL CONTRACT # 032515-JDC
GEORGETOWN COUNTY MEMBER ID# 41779

Quote Id:	18350964
Created On:	12 October 2018
Last Modified On:	31 January 2019
Expiration Date:	29 March 2019

Equipment Summary	**Qty**	**Extended**
JOHN DEERE 330G SKID STEER	1	
Equipment Total		**$ 53,700.00**

Quote Summary	
Equipment Total	$ 53,700.00
SubTotal	$ 53,700.00
Total	$ 53,700.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 53,700.00**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 18350964 **Customer:** GEORGETOWN COUNTY LANDFILL

JOHN DEERE 330G SKID STEER

Equipment Notes: Quoted using the SOURCEWELL COOPERATIVE PRICING
AGREEMENT. SOURECWELL CONTRACT # 032515-JDC
GEORGETOWN COUNTY MEMBER ID# 41779

Hours:

Stock Number:

Code	Description	Qty
0BC0T	330G SKID STEER	1
	Standard Options - Per Unit	
170A	JDLink Ultimate Cellular - 3 Years	1
0800	Standard Skid Steer	1
0950	E-H (ISO Pattern) Joystick Controls	1
1301	Engine - Turbocharged	1
1501	English Operator's Manual and Decals	1
2410	12x16.5 Treaded Brawler SolidFlex	1
3000	Standard Hydraulics	1
3100	Ride Control	1
4001	2-Inch Seat Belt with Shoulder Harness	1
5000	Manual Quik-Tatch	1
5205	Cab Enclosure with Air-Conditioning, Heat, Defrost, and Severe Duty Door	1
5550	Deluxe Lighting Package	1
6003	Vinyl, Air-Ride Seat	1
6501	Reversing Fan Drive	1
9052	78 in. HD Construction Bucket (19.4 cu. ft.) with Edge	1
	Other Charges	
	Freight	1
	Setup	1
	FEC ASC	1
	Local Delivery	1
	Sourcewell / NPPGov Fee	1

COMPANY WRENCH

Product Quotation

Prepared For:
James Dorsey

Georgetown County
Georgetown SC

Prepared By:
Brian Neely
COMPANY WRENCH, LTD
mobile:

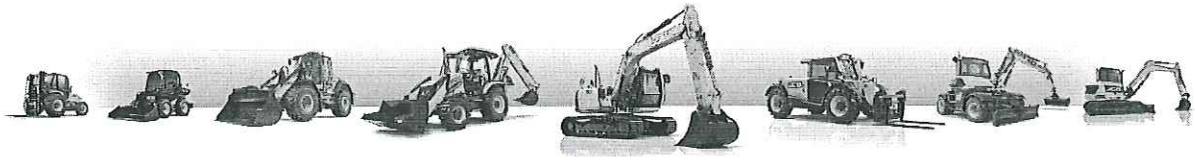
Image is for indicative purpose only and may not represent exact equipment being quoted

COMPANY WRENCH

Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

ENGINE	4.4L (268 CID) 74 SAE Gross HP, JCB EcoMAX engine, centrifugal dry type dual stage air cleaner; Fuel filter with water separator; 1000 CCA battery; variable speed hydraulically driven fan.
TRANSMISSION	Servo Controls with hydrostatic transmission. Travel Speeds of 0-6.8 mph in both forward and reverse. Optional Creep speed provides operation from 0-1/2 of full speed for special applications. An optional two (2) speed transmission is available providing a low range of 0-6.8 mph and a high range of 0-12.4 mph
TIRES: FRONT AND REAR	12 x 16.5 10 PR, Heavy Duty Wide Track JCB Tires providing 72 in width.
BRAKES	Machine braking provided through the hydrostatic transmission. Parking brake consists of multiple disc, oil immersed, spring applied hydraulic release that provides a fail safe with the engine off. Electrically activated through a switch on the instrument panel or by raising seat bar.
ELECTRICAL	Meets IP69 (external) IP67 (internal) water ingress standard. Worklights, 2 Front and 1 Rear, Reverse Alarm, Horn, and 12 volt Accessory Socket.
INSTRUMENTS	Audible and visual warning systems, right and left side mounted instrument panels. Standard electronic throttle control with optional foot throttle.
CAB OR CANOPY	SAE certified ROPS/FOPS, left side entry. Vinyls seat with seatbelt and operator restraint interlock for drive and loader functions. Cab units are pressurized and available with heat or heat and A/C, sliding left window and full side door. Right Hand glass standard on canopy and cab builds.
HYDRAULICS	24 gpm at 3335 psi standard flow. Optional 33 gpm at 3335 psi available.
LOADER	Rated Operating Capacity of 3000 lbs, Vertical Lift Loader Design provides vertical lift path and increased reach at full lift vs Radial Lift Designs. Auxiliary circuit is standard for operation of hydraulic powered attachments. Choice of Standard Mechanical or Optional Electric Quick Hitch. Hydraulic Float standard on all models. Loader Options include: Parallel Lift in raise only, SRS (smooth ride system), left hand auxiliary pipework.
SERVICEABILITY	Cab tilts forward to provide further access to the hydraulic components. Rear door provides class leading access to engine bay and daily maintenance and check points.



COMPANY WRENCH

Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

4.4L JCB EcoMAX TCAE-55 engine	No need for after treatment or regeneration due to HP being below 74 HP threshold for emissions
Servo Controls with hydrostatic transmission. Optional Creep Speed	Multiple speeds to accomodate variety of applications.Optional two speed with travel Speeds of 6.8 to 12.4 mph in both forward and reverse.
Machine braking provided through the hydrostatic transmission	Less wear parts and fail safe when engine is off
SAE certified ROPS/FOPS, left side entry	Safest skid steer on the market with side door entry
Meets IP69 water ingress standard	Protects worklights - 2 Front and 1 Rear, Reverse Alarm, Horn, and 12V Accessory Socket
24gpm @ 3335psi standard flow. Optional 33gpm	Provides versitility of attachments and applications
Rated Operating Capacity of 3000 lbs, Vertical Lift Loader Design	Provides for maximum loader lift breakout force for superior digging performance
Choice of Standard Mechanical or Optional Powered Quick Hitch	Variety accomodates all users in a variety of applications
Cab tilts forward	Provide further access to the hydraulic components

Prepared For:
James Dorsey
Georgetown County
Georgetown SC

Dealer Information
COMPANY WRENCH, LTD
4805 SCOOBY LANE
OHIO 43112

Prepared By:
Brian Neely
b.neely@companywrench.com
mobile:
Quote Date: 10/12/18
Valid Until: 11/11/18
Quotation Reference: 205549

Model: 300 T4 **Qty: 1**

Stock Order/Serial No:2759354

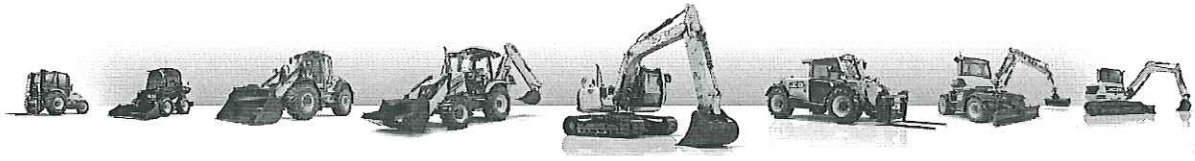
JCB 300 TIER 4 FINAL WHEELED, VERTICAL LIFT, NEW GENERATION, SKID STEER LOADER	$	46,690.00
12 X 16.5 10PR HD Wide Track Tires and Wheels (provides 71.7" width)	$	58.00
ENCLOSED CAB PACKAGE - INCLUDES A/C, HEATER, VINYL SEAT, REVERSE ALARM, HYDRAULIC LOADER ARM FLOAT AND MANUAL LOCK QUICKHITCH	$	5,020.00
JCB CONTROLS WITH 7 WAY JOYSTICKS AND ATTACHMENT HARNESS (REQUIRED WITH HIGH FLOW)	$	1,746.00
NO BUCKET OPTION	$	0.00
NORTH AMERICA LANGUAGE PACK - CAB	$	0.00
STANDARD AUXILIARY HYDRAULICS - 24GPM AT 3335 PSI (87.1 LPM /230 BAR)	$	0.00
Radio with Speakers and Aerial	$	323.00
Engine Block Heater- 110V	$	146.00
2 SPEED - WHEELED MACHINES	$	1,639.00
ELECTRIC QUICKHITCH	$	867.00
SRS, SMOOTH RIDE SYSTEM -RADIAL AND VERTICAL LIFT (INCLUDES FLOAT)	$	1,086.00
REVERSING FAN	$	908.00
FOOT THROTTLE	$	219.00
WHEELED FENDER LH AND RH CAB	$	130.00
PARALLEL LIFT ON VERTICAL LIFT MODELS - 300, 330, 300T AND 320T	$	556.00
ISO AND DUAL HAND CONTROL PATTERN	$	165.00
VINYL MECHANICAL SUSPENSIONSEAT	$	259.00
78" DIRT/GP BUCKET / 16.7 CU. FT. CAPACITY	$	1,688.31

Equipment Total List Price	64,250.31
Cust Disc Off List 10.00%	6,425.03
Equip Total after Disc	57,825.28
Total Customer Sale Price	57,825.28

The above quote supercedes all preceeding price quotes. Prices quoted are valid for 30 days from quote date.
**Plus applicable State Sales Tax.

Customer Acceptance: _____ Date _____

Dealer _____ Date _____



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye

File #: 316.16

Date: January 31, 2019

Re: Recommendation for Procurement of John Deere 330G Skid Steer for the Materials Recovery Facility at Environmental Services

---

Georgetown County is requesting the purchase of a John Deere 330G SkidSteer from Flint Equipment Company in Aynor, SC on a cooperative purchase agreement from Sourcewell (contract # 032515-JDC – Member ID#41779). This unit will be for use in the Environmental Services Division at the Materials Recovery Facility. This is a fully budgeted expense.

Competitive pricing was received from Flint Equipment for the John Deere unit as compared to similarly equipped units from other manufacturers, such as JBC and Bobcat. Additionally, this unit has a Ride Control feature which will help maintain stability when transporting heavy materials, such as baled recyclables, and a Reversing Engine Fan, which will help keep the engine unit clear of dust in the harsh working conditions of the Materials Recovery Facility.

Based on the aforementioned, I recommend the purchase of the John Deere 330G Skid Steer for $53,700.00 from Flint Equipment Company.

Item Number:	6.d
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Procurement #18-063, RFQ for Land Use Planning Corridor Companion Study

CURRENT STATUS:
A transportation study of the Waccamaw Neck Corridor is currently being conducted by Grand Strand Area Transportation Study (GSATS). County Council had previously approved this land use planning corridor study to serve as a parallel study that will inform and help shape the County's transportation needs. The community's growth and public needs shall be a large determining factor in this project to access the County's transportation needs.

POINTS TO CONSIDER:
This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the County and SCBO websites, and direct mailed to all known offerors. There were four (4) responses received:

1) Stantec Consulting Services, Inc. of Charlotte, NC;
2) Dover, Kohl & Partners of Coral Gables, FL;
3) Ecospatial Analysts, Inc. of Summerville, SC;
4) Kimley-Horn of Charleston, SC;

FINANCIAL IMPACT:
This project has an approved budget of $200,000 in GL Account #79056.2004.50427. The estimated pricing of this project under the recommended vendor falls just under budget.

OPTIONS:
1) Award a Professional Services Agreement to Stantec Consulting Services, Inc.; or
2) Decline the award.

STAFF RECOMMENDATIONS:
The Evaluation Committee reviewed the four (4) bid packages received and found all submittals to be complete, responding to all required items. The evaluation committee elected to interview and receive presentations by all four (4) firms. Each vendor made a presentation to the committee outlining their background, qualifications and ability to undertake the project. Stantec was determined to be the most qualified firm to undertake the study. Sealed pricing was then opened to begin negotiations and Stantec's pricing was found to be reasonable and within budget as proposed. Therefore, staff recommends award to Stantec Consulting Services at the rates proposed.

ATTORNEY REVIEW:
No

ATTACHMENTS:

Description	Type
Procurement Solicitation Approval	Cover Memo
Public Bid Opening Tabulation	Cover Memo
Stantec's Price Proposal	Cover Memo
Recommendation from Mr. Boyd Johnson, Director of Planning and Code Enforcement	Cover Memo

Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 18-063

Procurement for: Land Use Planning Corridor Companion Study

Department: [Planning]

Budgeted: ☑-YES ☐-NO

Budgeted/Estimated Cost: $200,000 **FY** 19

Funds Available: ☑-YES ☐-NO ☐-Pending Budget Approval

☑-Cash Purchase

☐-Other (Specify):

Funding Source Location	
G/L Account Number	Funding Amount
79056.2004.50427	$200,000

Is grant money involved in this procurement? ☐-YES ☑-NO

If YES, attach a copy of the approved grant budget from the awarding source.
Grant Approval Attached : ☐-YES ☑-NO

Boyd Johnson — 1/29/19
Department Director/Elected Official — **Date**

[signature] — 1/29/19
Purchasing — **Date**

Scotty C. Proctor — 1/31/19
Finance Director — **Date**

[signature] — 2/1/19
County Administrator — **Date**

Revised 06.08.2017

Public Bid Opening Tabulation

RFQ #18-063, Land Use Planning Corridor Companion Study

Thursday, November 1, 2018 @ 3:00PM Eastern Time

OFFEROR	Qualifications Received [√]	Comments
EcoSpatial Analysts	✓	
Stantec	✓	
Kimley-Horne + Associates	✓	
Dover, Kohl & Partners // AP	✓	

OPENED BY: _____ WITNESS: Ann G. Prickett

	Stantec							Development Strategies				
TASK	CL $180	JH $144	AM $115	DM $108	AB $102	MR $180	SD $144	MW $200	BL $130	AS $110	RJ $90	TOTAL FEE
Phase 1: Project Initiation												
Task 1.1 Project Management, Coordination & Communication	2	0	0	40	0	0	0	0	0	0	0	$4,680
Task 1.2 Project Team + Project Stakeholder Committee Kickoff Meeting (#1)	0	0	0	10	0	0	10	0	0	0	0	$2,520
Task 1.3 Base Mapping & Documentation	0	0	0	30	10	0	0	0	0	0	0	$4,260
Task 1.4 Project Branding	0	0	0	2	10	0	0	0	0	0	0	$1,236
Task 1.5 Public Engagement Plan	0	0	2	4	0	0	0	0	0	0	0	$662
SUBTOTAL - PHASE 1	**$360**	**$0**	**$230**	**$9,288**	**$2,040**	**$0**	**$1,440**	**$0**	**$0**	**$0**	**$0**	**$13,358**
Phase 2: Background Review & Information Gathering												
Task 2.1 Identify and Review Relevant Reports and Studies	0	0	0	20	4	0	0	0	0	0	0	$2,568
Task 2.3 Analysis of Existing Conditions	0	0	0	10	10	0	0	0	0	0	0	$2,100
Task 2.3 Market Assessment	0	0	0	0	0	0	0	20	40	20	30	$14,100
Task 2.4 Stakeholder Interviews and Focus Group Meetings	0	0	0	20	0	0	20	10	10	0	0	$8,340
Task 2.5 Preliminary Analysis Diagrams and Infographics	0	0	0	10	20	0	0	0	0	0	0	$3,120
Task 2.6 Project Stakeholder Committee Meeting (#2)	0	0	0	10	0	0	10	0	0	0	0	$2,520
SUBTOTAL - PHASE 2	**$0**	**$0**	**$0**	**$7,560**	**$3,468**	**$0**	**$4,320**	**$6,000**	**$6,500**	**$2,200**	**$2,700**	**$32,748**
Phase 3: Establishing/Confirming the Vision												
Task 3.1 Provide Web Content for County's Site	4	0	0	4	0	0	0	0	0	0	0	$1,152
Task 3.2 Taphouse Takeover Events	30	0	0	30	30	10	10	0	0	0	0	$14,940
Task 3.3 Public Workshop	10	0	10	20	20	0	0	0	0	0	0	$7,150
Task 3.4 Preparation of Core Principles and Preferred Vision	2	0	0	10	0	0	0	0	0	0	0	$1,440
Task 3.5 Project Stakeholder Committee Meeting (#3)	0	0	0	10	0	0	10	0	0	0	0	$2,520
SUBTOTAL - PHASE 3	**$8,280**	**$0**	**$1,150**	**$7,992**	**$5,100**	**$1,800**	**$2,880**	**$0**	**$0**	**$0**	**$0**	**$27,202**
Phase 4: Developing the Downtown Plan												
Task 4.1 Public Planning and Design Charrette	40	30	40	40	40	40	30	20	20	0	0	$42,640
Task 4.2 Compare and Analyze the Infill/Redevelopment Scenarios	0	0	10	10	0	0	0	0	20	10	0	$5,930
Task 4.3 Prepare Preliminary Recommendations	0	0	10	20	0	10	10	0	0	0	0	$6,550
Task 4.4 Public Presentation of Preliminary Recommendations	0	0	0	10	0	0	0	0	0	0	0	$1,080
Task 4.5 Charrette Debriefing - Project Stakeholder Committee Meeting (#4)	0	0	0	10	0	0	0	0	0	0	0	$1,080
Task 4.6 Update Website Discussion with Charrette Recommendations	0	0	0	2	0	0	0	0	0	0	0	$216
SUBTOTAL - PHASE 4	**$7,200**	**$4,320**	**$6,900**	**$9,936**	**$4,080**	**$9,000**	**$5,760**	**$4,000**	**$5,200**	**$1,100**	**$0**	**$57,496**
Phase 5: Preparing the Draft Downtown Plan												
Task 5.1 Prepare Plan Outline and Format	2	0	2	4	20	0	0	0	0	0	0	$3,062
Task 5.2 Prepare Draft Plan and Supporting Narrative	2	0	40	80	80	10	0	10	40	0	0	$30,760
Task 5.3 Prepare the Code/Policy Strategy	20	0	0	20	0	0	0	0	0	0	0	$5,760
Task 5.4 Project Stakeholder Committee Meeting (#5)	0	0	0	10	0	0	0	0	0	0	0	$1,080
Task 5.5 Refine Draft Plan	0	0	0	10	10	0	0	0	0	0	0	$2,100
Task 5.6 Update Website with Draft Plan	0	0	0	2	0	0	0	0	0	0	0	$216
Task 5.7 Public Open House Event	0	0	0	10	10	0	10	0	0	0	0	$3,540
SUBTOTAL - PHASE 5	**$4,320**	**$0**	**$4,830**	**$14,688**	**$12,240**	**$1,800**	**$1,440**	**$2,000**	**$5,200**	**$0**	**$0**	**$46,518**
Phase 6: Finalizing the Downtown Plan												
Task 6.1 Finalize Corridor Plan Document	0	0	0	20	10	0	0	0	0	0	0	$3,180
Task 6.2 Preparation of Council Package	0	0	0	20	10	0	0	0	0	0	0	$3,180
Task 6.3 Additional Public Meetings/Presentations	0	0	0	30	0	0	0	0	0	0	0	$3,240
Task 6.4 Deliver Final Documents	0	0	0	4	0	0	0	0	0	0	0	$432
SUBTOTAL - PHASE 6	**$0**	**$0**	**$0**	**$7,992**	**$2,040**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$10,032**
TOTAL LUMP SUM FEE	**$20,160**	**$4,320**	**$13,110**	**$57,456**	**$28,968**	**$12,600**	**$15,840**	**$12,000**	**$16,900**	**$3,300**	**$2,700**	**$187,354**
Estimated Expenses											**Expenses (6%)**	**$11,884**
Estimated Total with Expenses											**Total Estimate with Expenses**	**$199,238**

Georgetown County Planning and Code Enforcement
129 Screven Street
Georgetown, SC 29440
(843) 545-3158 or (843) 545-3299 (FAX)

January 23, 2019

Memorandum

To: Nancy Silver, Purchasing Agent
From: Boyd Johnson, Director of Planning and Code Enforcement
Re: Land Use Planning Corridor Companion Study, RFQ# 18-063

On November 1, 2018, the County received four RFQ submittals for the Land Use Planning Corridor Companion Study. The four submittals were from Ecospatial Analysts, Kimley-Horn, Stantec Consulting and Dover, Kohl & Partners. The submittals were found to be complete and on December 20, 2018 were reviewed and assessed by a committee of four people. Each vendor made a presentation to the committee outlining their background, qualifications and ability to undertake the project. On this date, the committee unanimously determined that Stantec was the most qualified to undertake this study. After the decision to tentatively select Stantec was made, their letter was opened that included pricing. Their proposed pricing fell within the budget established for the study.

Subsequent to the meeting at which Stantec was determined to be the best qualified to undertake the study, a second meeting with Stantec was held that included the four committee members, the County Administrator and two County Council members from the Waccamaw Neck. The meeting was held on January 11, 2019. This meeting was to review the scope of the study as it is somewhat complex. All parties wanted to be sure the scope covered the issues the County wishes to address, including how the public will be engaged throughout the process. The meeting culminated with all parties being satisfied that the scope of the study included the various issues the County wants addressed.

Based on the above, we recommend that Stantec be awarded the contract for the Land Use Planning Corridor Companion Study at the pricing rates stated in Stantec's original financial submittal.

Item Number:	6.e
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Procurement #18-056, Pick Up and Recycling of Waste Tires

CURRENT STATUS:
The County's current agreement for the provision of Pick Up and Recycling of Waste Tires is with US Tires of Concord, NC. The Public Services Director made the decision to rebid rather than renew at the end of this contract's third term due to price increases and the addition of new tire recycling vendors in the area.

POINTS TO CONSIDER:
1. This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were three (3) responses received. The three (3) responses received were as follows:

Price Per Ton	Passenger	Truck	Off Road
1) Made to Last Straw:	$135	$135	$250
2) Evergreen Holdings	$125	$150	$250
3) U.S. Tire Recycling	$155	$155	$155 +.20 surcharge per lb. and Georgetown County to load tires.

Add/Alternate #1 : Georgetown County to load tires:
1) Made to Last Straw: $110/ton
2) Evergreen Holdings: $115/ton
3) U.S. Tire Recycling: No price change-$155/ton.

The contract will be for the standard one (1) year term with four (4) additional one (1) year terms pending review of performance by staff and agreement by both parties at the time of each annual renewal, for a total maximum possible contract period of five (5) years.

FINANCIAL IMPACT:
Funding will be in 502.305-50484 with an FY19 remainder balance of $60,756 and $152,000 for FY20. The projections are within the funded budget.

OPTIONS:
1) Award a service agreement to Made to Last Straw of St. George, SC at the Add/Alternate #1 rate of $110/ton.
2) Decline to award an agreement.

STAFF RECOMMENDATIONS:
The bid proposals received were reviewed by the Public Services Department. Staff recommends the bid be awarded to Made to Last Straw, LLC of St. George, SC. Recommendation was based upon analysis of pricing options, add/alternate bid #1 that

Georgetown County will load all tires, and review of comments from provided references. Staff finds that Made to Last Straw, LLC of St. George, SC offers the best pricing, quality and service for Georgetown County with acceptance of their add/alternate #1 bid cost of $110/ton.

ATTORNEY REVIEW:
No

ATTACHMENTS:

	Description	Type
	Procurement Solicitation Approval Form	Cover Memo
	Public Bid Opening Tabulations	Cover Memo
	Bid Anaylsis Worksheet	Cover Memo
	Recommendation by Ray Funnye, Director of Public Services	Cover Memo

Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 18-056

Procurement for: Pick-up and Recycling of Waste Tires

Department: Public Services - Environmental Services

Budgeted: ☑ YES ☐ NO

Budgeted/Estimated Cost: $150,000.00 FY 2019

Funds Available: ☑ YES ☐ NO ☐ Pending Budget Approval

☐ Cash Purchase

☐ Municipal Lease/Purchase Financing (-YR)

Funding Source Location	
G/L Account Number	**Funding Amount**
502.305-50484	$60,756 Remainder Balance FY 19
	$152,000 for FY 20

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

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

Grant Approval Attached : ☐ YES ☐ NO

	11/28/2018
Department Director/Elected Official	**Date**
Pamela Bassette	12/13/18
Purchasing	**Date**
Scott C. Proctor	12/14/18
Finance Director	**Date**
	12/18/18
County Administrator	**Date**

Revised 01.08.2013

Public Bid Opening Tabulation
Bid # 18-056 Pick up and Recycling of Waste Tires
Wednesday, January 2, 2018 @ 3:00 pm

Company Name	Passenger Tires $/ton	Truck Tires $/ton	Off Road Tires $/ton	All Surcharges including fuel $/ per ~~ton~~	Add/Alternate Bid Item #1	Comments
Made to Last Straw	$ 135	$ 135	$ 250.00	$ 135.00/ton this is A+B all in	$ 110.00	
EnviroGreen Holdings Group	$ 125.00 ~~125.00~~	$ 150.00	$ 250.00	$ None	$ 115.00	
U.S. Tire Recycling // AP	$ 155.00	$ 155.00	$ 155.00	$ 0.20/lb surcharge	$	w/G'town Loading
	$	$	$	$	$	
	$	$	$	$	$	
	$	$	$	$	$	

Opened by: Pamela Bassette

Date 1/2/2019

Witness Ann G. Puckett

Date 1/2/19

Assessment of bidding results for Bid #18-056 Pick Up and Recycling of Waste Tires

Georgetown County collected 803 tons of tires in FY18. At the scalehouse tires are categorized as DOT-road tires and Non-DOT off-road tires. Within the DOT-road tires we estimate that 80% of those tires are passenger vehicle tires and 20% of those are Truck tires. The following table provides the total tires received and the breakdown of tire types from FY17-FY19. FY19 is a projection based upon Q1 and Q2 totals and doubling those values.

		Tons		
		FY17	FY18	FY19*
DOT tires	Estimated Passenger (80%)	486.54	557.10	682.08
	Estimated Truck (20%)	121.64	139.28	170.52
NON DOT		93.33	107.38	91.42
TOTAL	**(Tons)**	**701.51**	**803.76**	**944.02**
				*projected total from half year

The three (3) responses received were as follows:

	Price Per Ton	Passenger	Truck	Off Road
1)	Made to Last Straw:	$135	$135	$250
2)	Envirogreen Holdings	$125	$150	$250
3)	U.S. Tire Recycling	$155	$155	$155 +.20 surcharge per lb. and Georgetown County to load tires.

Add Alternative#1 : Georgetown County to load tires:

	Price Per Ton	Tires
1)	Made to Last Straw:	$110/ton
2)	Envirogreen Holdings	$115/ton
3)	U.S. Tire Recycling	No price change

Additionally, two of the three bidders do not have an additional fuel surcharge therefore, this analysis only references cost per ton.

Made to Last Straw

If Georgetown County elects to load the materials ourselves, Made to Last Straw the best value to the County. Below is the estimated calculations of what the county would have spent if we had this pricing from FY17-19. The pricing offers the lowest overall pricing with Georgetown County loading the tires for the contractor.

	FY17	FY18	FY19
Contractor Loads	$ 105,436.13	$ 120,856.17	$ 137,956.00
Alternate: County Loads	$ 77,165.55	$ 88,413.49	$ 103,842.20

EnviroGreen Holdings

If Georgetown County would choose to have the contractor load the materials, EnviroGreen Holdings offers the best value for Georgetown County. Below is the estimated calculations of what the county would have spent if we had this pricing from FY17-19.

	FY17	FY18	FY19
Contractor Loads	$ 102,395.25	$ 117,374.27	$ 133,693.00
Alternate: County Loads	$ 80,673.08	$ 92,432.29	$ 108,562.30

U.S Tire Recycling

US Tire does not offer an option where they load the tires themselves. The following pricing is equivalent to the Alternate options above. This bidder is the only one to include an additional fuel surcharge, so these prices are the minimum likely amounts for the total quantity of tires generated from Georgetown County. Additionally, because this is the existing contractor I have included the actual amount spent on tire recycling during FY17 and FY18 when this contractor provided us services.

	FY17	FY18	FY19
Alternate: County Loads	$ 108,733.28	$ 124,582.65	$ 146,323.10
Actual amount spent	*$ 114,594.60*	*$ 157,496.01*	

Summary

Both new bidders offer much better pricing that the existing contract holder. The best overall pricing option is provided by Made To Last Straw with Georgetown County loading the tires for the contractor. This option is a lower price than any of the other bidders and alternatives.

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

Memorandum

To: Nancy Silver, Purchasing

From: Ray C. Funnye, Director

File No.: 316.24

Date: January 23, 2019

Re: Recommendation for Bid #18-056: Pickup and Recycling of Waste Tires

---

On January 2, 201 Georgetown County Department of Public Services received three (3) bids for #18-056 Pick-Up and Recycling of Waste Tires. The scope of work allows to retain the services of state licensed provider to remove waste tires from the Georgetown County Landfill tire collection area for recycling as a service to the Public Services Department, Environmental Services Division. This is an annually budgeted for expense as part of recycling and solid waste services for the County.

Based upon review of the provided bid documents, analysis of pricing options, and review of comments from provided references, Made to Last Straw, LLC offers the best pricing option with the Alternative Pricing where Georgetown County provides the loading of tires at the Georgetown County Landfill for the hauler. Additionally their references indicate quality, timely and responsible work. With this in mind we believe they will be able to successfully perform of the tasks required by Georgetown County.

Based on the aforementioned, I hereby recommend that the award of Bid #18-056 Pick-Up and Recycling of Waste Tires to go to Made to Last Straw, LLC from St. George, South Carolina.

Item Number:	6.f
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Procurement #19-010, Replacement of (4) Marked Dodge Caravans

CURRENT STATUS:
The vehicles being considered for replacement are part of the previously approved Capital Equipment Replacement Plan (CERP) annual assessment and review process. The Sheriff's Office identified four (4) vehicles for replacement.The vehicles to be replaced will be identified after receiving the new vehicles. These may be sold as surplus or reassigned to other departments where a used vehicle is appropriate

POINTS TO CONSIDER:
1) This item will be procured using the State Contract #4400019811, under the existing procurement code:
Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities: Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201,6-202)

2) The Sheriff's Office has requested four (4) units with a total cost of $96,752.80, including Infrastructure Maintenance Fee. (Price of Marked Caravans is $24,188.20 ea.)

FINANCIAL IMPACT:
This request is fully funded in 499.205 50713 up to $488,379.00 as part of the CERP vehicle replacement plan costs as previously approved.

OPTIONS:
1) Award a purchase order to Butler Chrysler Dodge Jeep, for $96,752.80 for four (4) 2019 Dodge Caravans.
2) Decline to approve

STAFF RECOMMENDATIONS:
The Sheriff's Office recommends the procurement of the (4) 2019 Dodge Caravans from Butler Chrysler Dodge Jeep, utilizing SC State Contract pricing. The department believes the proposed costs to be in the best interest of the County.

ATTORNEY REVIEW:
No

ATTACHMENTS:

Description	Type
Bid #19-010 Vehicle Procurement Approval	Backup Material
19-010 Marked Caravan	Cover Memo
19-010 MYB Comm Marked Caravan	Cover Memo
19-010 Recommendation	Cover Memo

Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 19-010

Procurement for: (4) 2019 Marked Dodge Caravans

Budgeted: ☑-YES ☐-NO

Budgeted/Estimated Cost: 94,964.00 **FY** 19

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

Funding Source Location	
G/L Account Number	Funding Amount
499.205 50713	~~393,300.00~~ 86,000

Is grant money involved in this procurement? ☐-YES ☑-NO

If YES, attach a copy of the approved grant budget from the awarding source.
Grant Approval Attached : ☐-YES ☐-NO

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

Unit Being Replaced: Year/Make Model _____

VIN/Serial No. _____

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

Bank Currently Holding Title: _____

Department Director/Elected Official	Date 2-6-19
Budget Officer	Date 2/7/19
Purchasing	Date 2/7/19
Finance Director	Date 2/7/19
County Administrator	Date 2/7/19

Revised 06.06.2017

Butler

CHRYSLER DODGE Jeep RAM

1555 SALEM RD, BEAUFORT S.C. 29902
(843) 522-9696

2/7/2019

Buyer:	Georgetown County	**Cell:**	
	Attn: Anne Puckett		
Phone:	843-545-3083	**Phone:**	
Fax:		**Fax:**	

Make:	Dodge	Make:	
Model:	Grand Caravan SE	Model:	
Year:	2019	Year:	
Color:	Black Onyx Crystal w/Black Seats	Color:	
VIN:	t/b/d	VIN:	
Stock #:	t/b/d	Stock #:	
Mileage:	10	Mileage:	
		ACV:	

MSRP		$29,385.00
Sale Price	**State Contract Number 4400019811**	**$22,530.00**

Options Included			
3.6L V6 Engine	6-Speed Auto Transmission	**included in price**	
2nd Row STOW N' GO Bucket Seats	3rd Row 60/40 STOW N' GO	**included in price**	
Uconnect Hands-Free Group		**$**	**690.00**
Power 8-way Driver's Seat		**$**	**387.20**
Delivery: Myrtle Bch Communications		**$**	**81.00**
Options Total			**$1,158.20**

Sub Total	**$23,688.20**
5% Tax (SC)	**$500.00**
Balance Due	**$24,188.20**
Balance Due for (4) Vehicles	**$96,752.80**

Manager Tina Neill **Customer** _____

Insurance Information					
Agency Name and Address:					
				Phone No.:	
Policy No.				Insurance Company:	
Comp.:		Collision:		Effective Dates:	
Contact:			Date:		

12.11.2018 **MCA Quote: Georgetown Sheriff**

Bill To:

For: 2018 Dodge Caravan

State Contract # 400012371

Item	Description	Price	Quantity	Amount
12+	Light Bar 47"	$ 750.00	4	$ 3,000.00
3599L5	H2Covert Remote Siren/Light Control	$ 302.59	4	$ 1,210.36
C3100U	Siren Speaker w/Bracket	$ 149.25	4	$ 597.00
XTP4BB	Grill Lights Lights	$ 40.16	8	$ 321.28
HB4PAK-B	Bumper/Tailgate Lights	$ 125.07	8	$ 1,000.56
Decal Kit	Vehicle Graphics	$ 700.00	4	$ 2,800.00
PK0601	Partition	$ 568.75	4	$ 2,275.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Subtotal	**Total Lines: 7**	2801.05		**$ 11,204.20**

Ship To:
N/A

Sales Tax Rate: 9.0% ☐ Tax Exempt

Sales Tax	$ 1,008.38
Subtotal	$ 12,212.58

If you have any questions concerning this Quote, contact:

Carl Dill

(843) 444-1199

carldill@callmc.com

Labor Line	Description	Price	Quantity	Amount
Programming	N/A			$ -
Install	Equipment Installation	$ 1,000.00	4	$ 4,000.00
	Freight	$ 50.00	4	$ 200.00
	Shop Supplies	$ 35.00	4	$ 140.00
				$ -
Subtotal	**Total Lines: 4**	3886.05		**$ 4,340.00**

Total Quote	$ 16,552.58

Net 10 Days

Thank you for your business!

Mobile Communications America

Tel (843) 444-1199 1330 Enterprise Ave.

Fax (843) 448-2005 Myrtle Beach, SC 29577

2801.05

GEORGETOWN COUNTY SHERIFF'S OFFICE

A. LANE CRIBB, SHERIFF

Memorandum

To: Purchasing

From: A. Lane Cribb, Sheriff

Date: 1-17-2019

Re: Letter of Recommendation – Vehicle purchase

It is the recommendation of my office to acquire the vendor Performance Automotive to purchase four (4) 2019 Dodge Caravans from vendor Butler Chrysler Dodge Jeep for our vehicle fleet. The cost of these vehicles is $96,752.80 and funding is secured in account 499.205.50713.

P.O. BOX 1292 / GEORGETOWN, SC 29442 / (843) 546-5102 / FAX (843) 546-2752

Item Number:	6.g
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Procurement #19-009, Replacement of (4) Marked Dodge Charger & (1) Unmarked Dodge Charger

CURRENT STATUS:
The vehicles being considered for replacement are part of the previously approved Capital Equipment Replacement Plan (CERP) annual assessment and review process. The Sheriff's Office identified five (5) vehicles for replacement.The vehicles to be replaced will be identified after receiving the new vehicles. These may be sold as surplus or reassigned to other departments where a used vehicle is appropriate

POINTS TO CONSIDER:
1) This item will be procured using the State Contract #4400014504, under the existing procurement code:
Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities: Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201,6-202)

2) The Sheriff's Office has requested five (5) units with hardware and mounting as appropriate for the designated vehicles with a total cost of $126,982.00, excluding Infrastructure Maintenance Fee. (Price of Marked Chargers - $25,347.00 ea and the Unmarked Charger is $25,644.00.)

FINANCIAL IMPACT:
This request is fully funded in 499.205 50713 up to $488,379.00 as part of the CERP vehicle replacement plan costs as previously approved.

OPTIONS:
1) Award a purchase order to Performance Automotive, for $126,982.00 for five (5) 2019 Dodge Chargers (4 Marked & 1 Unmarked).
2) Decline to approve

STAFF RECOMMENDATIONS:
The Sheriff's Office recommends the procurement of the (5) 2019 Dodge Chargers from Performance Automotive, utilizing SC State Contract pricing. The department believes the proposed costs to be in the best interest of the County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
Bid #19-009 Vehicle Procurement Approval	Backup Material
19-009 Marked Chargers	Cover Memo
19-009 Unmarked Charger	Cover Memo
19-009 MYB Comm Marked Chargers	Cover Memo
19-009 MYB Comm Unmarked Charger	Cover Memo
19-009 Recommendation	Cover Memo

Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 19-009

Procurement for: (4) 2019 Marked Dodge Chargers, (1) Unmarked Charger

Budgeted: ☑-YES ☐-NO

Budgeted/Estimated Cost: 126,982.00 **FY** 19

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

Funding Source Location	
G/L Account Number	Funding Amount
499.205 50713	~~393,300.00~~ 111,000

Is grant money involved in this procurement? ☐-YES ☑-NO

If YES, attach a copy of the approved grant budget from the awarding source.
Grant Approval Attached : ☐-YES ☐-NO

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

Unit Being Replaced: Year/Make Model _____

VIN/Serial No. _____

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

Bank Currently Holding Title: _____

[signature]	2-6-19
Department Director/Elected Official	Date
Kevin Hampton	2/7/19
Budget Officer	Date
Sam Puckett	2/7/19
Purchasing	Date
Scott F. Proctor	2/7/19
Finance Director	Date
[signature]	2/7/19
County Administrator	Date

Revised 06.06.2017

EXTERIOR / INTERIOR BLACK
Amy 336-687-7964

MARKED
(4) 101,388.00

PERFORMANCE AUTOMOTIVE
CHRYSLER • DODGE • JEEP • RAM
CLINTON NC • (910) 592-JEEP

2019 Dodge Charger Pursuit

South Carolina Contract Award: 4400014504

Statewide Contract for Law Enforcement Vehicles

2019 South Carolina Charger Pursuit Base Vehicle

5.7L Hemi MDS VVT V-8 Engine
5 SPD AUTO W5A TRANSMISSION
- All Factory Standard Features
- Rear Wheel Drive
- Cloth Front Seat
- Cloth Rear Seat
- Carpet Flooring
- Driver Side Spotlamp
- 8-10 Wire Roof Wire Kit
- 18" Full Wheel Covers

2019	S. C. Contract Price: Base Vehicle	$ 23,915

S. C. Contract Equipment Additions & Deletions

Contract Equipment Additions

☐		Auxiliary Power Connection	$	25
☑		Backing Camera-STANDARD AS OF 2-09-17	$	-
☐		Option To All Wheel Drive	$	1,026
☑		Option To Add Vinyl Rear Seat	$	115

Contract Equipment Deletions

☑		Replace Carpet with Vinyl Flooring	$	(119)
☐		Remove Map Light	$	(60)
☐		Replace 5.7L Hemi V-8 with 3.6L V-6	$	(1,066)
☑		Remove 8 - 10 Wire Roof Wiring	$	(275)
☐		Remove Driver Side Spot Lamp	$	(187)

Chrysler Factory Options

Interior Seating Options

			Cost
☐	C8/X9	HD Cloth Front Bucket / Cloth Rear Bench Seats	Base
☑	X5/X9	HD Cloth Front and Vinyl Rear Bench Seat	Above

Tires & Wheels

☐	DR3	200 MM Rear Axle	NA	
☐	AHM	Convenience Group I	$	470
☐	GUK	Power Heated Mirrors w/Man Fold Away	$	58
☐	TYL	245/55R 18BSW Performance Tires	$	176

Equipment Groups

☐	AEB	Street Appearance Group	$	367
☐	AYE	Patrol Package Base Prep	$	1,958
☑	AYW	Patrol Package Wiring Prep	$	1,126
☐	AV2	Integrated Display Screen	$	2,193
☐	AYJ	Max Flow Package	$	147

Interior Features

☐	CM8	Mini Console	NC	
☐	CUG	Police Floor Console	$	455
☑	CW6	Deactivate Rear Doors & Windows	$	74
☐	TBF	Delete Full Size Spare Tire	$	(84)
☑	TBH	Spare Tire Relocation Bracket	$	141
☐	LNA	Matching Right Spotlight	$	205
☐	LNX	LED Spotlight Insert	$	147

☑	MDA	Front License Plate Bracket	NC
☐	MSY	Delete Badge	NC
☐	NHK	Engine Block Heater	$ 94
☑	XFX	Equipment Mounting Bracket	NC

Key Options

☐	GXF	Entire Fleet Key Alike - FREQ 1	$ 138
☐	GXA	Entire Fleet Key Alike - FREQ 2	$ 138
☐	GXE	Entire Fleet Key Alike - FREQ 3	$ 138
☐	GXG	Entire Fleet Key Alike - FREQ 4	$ 138
☑	GXQ	Additional Non Key Alike Key Fobs	$ 98

Graphics Options

☐	M2B	White Graphics - Front Doors	$ 465
☐	M2C	White Graphics - All Doors	$ 925
☐	M3F	White Hood Graphics	$ 254
☐	M3G	White Roof Graphics	$ 264
☐	M3H	White Decklid Graphics	$ 171

Security Options

☐	CBT	Steel Seat Back Panel Inserts	$ 132
☑	LSA	Security Alarm	$ 147
☐	XDG	Passenger Side Ballistic Door Panel	$ 2,301
☐	XDV	Driver Side Ballistic Door Panel	$ 2,301
☐	TTY	Trunk Tray (Requires TBH - Relocation Bracket)	$ 375
☑	Delivery	Delivery to West Chatham - Savannah	$ 125

Standard Colors:

☐	PSC	Billet Silver Metallic Clear Coat
☐	PS2	Bright Silver Metallic Clear Coat
☐	PW7	White Knuckle Clear Coat (Bright White)
☐	PAU	Granite Pearl Coat
☐	PDN	Destroyer Gray
☐	PBM	Indigo Blue
☐	PRV	Octane Red
☐	PR3	TorRed
☐	PAR	Maximum Steel Clear Coat
☑	PX8	Pitch Black Clear Coat

Note: Low volume colors available at additional cost

☐

Total Price: $ 25,347

Total for 4 Vehicles $ 101,388

Warranty Information

I. Charger Pursuit

5 Year / 100,000 Mile Powertrain Warranty
3 Year / 36,000 Mile Bumper to Bumper Warranty

II. Emergency Lighting Package

3 Year / 36,000 Mile Warranty on Parts and Labor

Agency Information:

Agency Name: Georgetown County
Contact: Ann Puckett
Position: Purchasing Assistant
Address 1: 129 Screven St
Address 2:
City, State, Zip: Georgetown, SC 29442

Office Phone: 843-545-3083
Cell Phone:
Email: apuckett@gtcounty.org
Fax:

Amy Hill
Government & Fleet Sales
605 Warsaw Road
Clinton, North Carolina 28328
ahill@ramclinton.com
(910) 592-5337 Dealership
(910) 592-5008 Fax
(336) 687-7964 Cell

Exterior Destroyer Grey
Interior Black

Unmarked
(1) $25,644 ea

PERFORMANCE AUTOMOTIVE
CHRYSLER · DODGE · JEEP · RAM
CLINTON NC · (910) 592-JEEP

2019 Dodge Charger Pursuit

South Carolina Contract Award: 4400014504

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☐	PRV	Octane Red
☐	PR3	TorRed
☐	PAR	Maximum Steel Clear Coat
☐	PX8	Pitch Black Clear Coat

Note: Low volume colors available at additional cost

☐

Total Price Each: $ 25,644

Warranty Information

I. Charger Pursuit

5 Year / 100,000 Mile Powertrain Warranty
3 Year / 36,000 Mile Bumper to Bumper Warranty

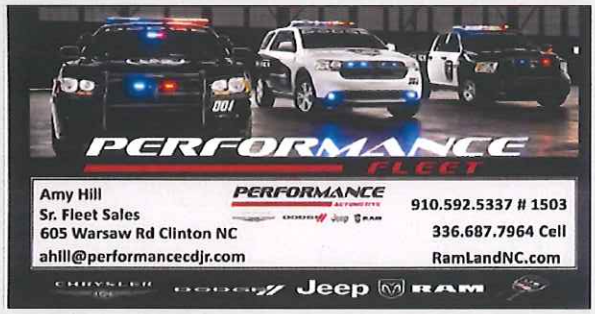
II. Emergency Lighting Package

3 Year / 36,000 Mile Warranty on Parts and Labor

Agency Information:

Agency Name:	Georgetown County
Contact:	Ann Puckett
Position:	Purchasing Assistant
Address 1:	129 Screven St
Address 2:	
City, State, Zip:	Georgetown, SC 29442
Office Phone:	843-545-3083
Cell Phone:	
Email:	apuckett@gtcounty.org
Fax:	

Amy Hill
Government & Fleet Sales
605 Warsaw Road
Clinton, North Carolina 28328
ahill@ramclinton.com
(910) 592-5337 Dealership
(910) 592-5008 Fax
(336) 687-7964 Cell



Not Car
Marked Chargers

12.11.2018 MCA Quote: Georgetown Sheriff

Bill To:

Ship To:

For: 2018 Dodge Charger

State Contract # 400012371

Item	Description	Price	Quantity	Amount
Demo	Light Bar, Siren/Light Control, Dual Tone Siren & Siren Speakers (For one Car)	$ 750.00	1	$ 750.00
12+	Light Bar 47"	$ 750.00	3	$ 2,250.00
3492L6	Xcel Siren/Light Control	$ 357.00	3	$ 1,071.00
C3100CH15	Siren Speaker w/Bracket	$ 149.25	3	$ 447.75
XTP4MCBW	Push Bumper Lights	$ 53.55	8	$ 428.40
PBH45	45 Degree Bumper Brackets	$ 43.97	4	$ 175.88
XTP4BB	Tag Lights	$ 40.16	8	$ 321.28
425-6644	Console w/Integrated Printer	$ 357.50	4	$ 1,430.00
425-3704	Cup Holder	$ 35.49	4	$ 141.96
425-6260	Arm Rest	$ 43.00	4	$ 172.00
475-3002	Partition	$ 580.13	4	$ 2,320.52
475-3003	Lower Extension Panel	$ 51.19	4	$ 204.76
475-2010	Dual Gun Rack (Mounted to the partition)	$ 357.50	4	$ 1,430.00
425-5597/5182	Computer Side Mount (Mount Only No Dock)	$ 183.75	4	$ 735.00
36-2035	Push Bumper	$ 293.86	4	$ 1,175.44
36-6005	Solid Channel	$ 27.30	4	$ 109.20
36-2035PB	Pit Bar	$ 307.11	4	$ 1,228.44
36-2035W	Wing Wrap	$ 122.73	4	$ 490.92
Decal Kit	Vehicle Wrap	$ 700.00	4	$ 2,800.00
				$ -
				$ -
Subtotal	**Total Lines: 19**			**$ 17,682.55**

Sales Tax Rate: 9.0% ☐Tax Exempt

Sales Tax	$ 1,591.43
Subtotal	$ 19,273.98

If you have any questions concerning this Quote, contact:

Carl Dill

(843) 444-1199

carldill@callmc.com

Labor Line	Description	Price	Quantity	Amount
Programming	N/A			$ -
Install	Equipment Installation	$ 1,000.00	4	$ 4,000.00
	Freight	$ 50.00	4	$ 200.00
	Shop Supplies	$ 35.00	4	$ 140.00
				$ -
Subtotal	**Total Lines: 4**			**$ 4,340.00**

Total Quote	$ 23,613.98

Net 10 Days

Thank you for your business!

Mobile Communications America

Tel (843) 444-1199 1330 Enterprise Ave.

Fax (843) 448-2005 Myrtle Beach, SC 29577

Unmarked Charger

12.11.2018 MCA Quote: Georgetown Sheriff

Bill To:

For: 2018 Dodge Charger Admin

State Contract # 400012371

Item	Description	Price	Quantity	Amount
SVFSD-6MC	Supervisor w/Takedown	$ 839.40	1	$ 839.40
SFMTG-CH	Supervisor Mounting Kit	$ 81.00	1	$ 81.00
XT404BBBB	Rear Deck Light	$ 216.79	1	$ 216.79
3599L5	H2Covert Siren/Light Control	$ 302.59	1	$ 302.59
C3100CH15	Siren Speaker w/Bracket	$ 149.25	1	$ 149.25
XTP4MCBW	Grill & 360 Lights	$ 53.55	4	$ 214.20
XT4LBKT	Light Bracket	$ 5.23	2	$ 10.46
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Subtotal	**Total Lines: 7**			**$ 1,813.69**

Ship To:
N/A

Sales Tax Rate: 9.0% ☐ Tax Exempt

Sales Tax	$ 163.23
Subtotal	$ 1,976.92

If you have any questions concerning this Quote, contact:

Carl Dill

(843) 444-1199

carldill@callmc.com

Labor Line	Description	Price	Quantity	Amount
Programming	N/A			$ -
Install	Equipment Installation	$ 1,000.00	1	$ 1,000.00
	Freight	$ 50.00	1	$ 50.00
	Shop Supplies	$ 35.00	1	$ 35.00
				$ -
Subtotal	**Total Lines: 4**			**$ 1,085.00**

Total Quote	$ 3,061.92

Net 10 Days

Thank you for your business!

Mobile Communications America

Tel (843) 444-1199 1330 Enterprise Ave.

Fax (843) 448-2005 Myrtle Beach, SC 29577

GEORGETOWN COUNTY SHERIFF'S OFFICE

A. LANE CRIBB, SHERIFF

Memorandum

To: Purchasing

From: A. Lane Cribb, Sheriff

Date: 1-17-2019

Re: Letter of Recommendation – Vehicle purchase

It is the recommendation of my office to acquire the vendor Performance Automotive to purchase five (5) 2019 Dodge Chargers under SC Contract #4400014504 for our vehicle fleet. The cost of these vehicles is $101,388.00 and funding is secured in account 499.205.50713.

P.O. BOX 1292 / GEORGETOWN, SC 29442 / (843) 546-5102 / FAX (843) 546-2752

Item Number:	6.h
Meeting Date:	2/12/2019
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:
Contract #15-073, Airport Engineering & Planning Services for Georgetown County, SC, Task Order #09

CURRENT STATUS:
In the regular session of December 8, 2015, County Council awarded a Professional Services Agreement to Talbert & Bright, Inc. for Airport Engineering and Planning Services. Work under this agreement is approved by individual task orders. The current task order proposed falls within the Council's dollar approval limit.

POINTS TO CONSIDER:
1) Georgetown County uses this IDIQ contract extensively and has a good relationship with the vendor, Talbert & Bright. Subsequent to the original contract award, there have been eight (8) task orders previously approved under this contract.

2) The current request for approval of Task Order #9 for Apron Expansion Phase IV improvements in the amount of $77,540.00 is over the $50,000 County Administrator threshold, thus requiring Council's approval.

3) This task order will be for project formulation, grant administration and management services, and land acquisition assistance services for Runway 5-23. The purpose is to acquire ten parcels in fee simple and/or avigation easement in support of the land acquisition for Runway 23 project at the Georgetown County Airport. Upon acquisition, the County proposes to remove obstructions within the approach and departure slopes to Runway 05-23 to meet FAA standards and enhance the operational safety of aircraft.

FINANCIAL IMPACT:
This task order is fully funded in GL Account #99360-609-50705-AIP20 Expand GA Apron Construction Airport Commission Improvements.

OPTIONS:
1) Approve Task Order 09, and the associated purchase order, to Talbert & Bright, Inc. at $77,540.00 as proposed, or
2) Decline to approve.

STAFF RECOMMENDATIONS:
The Task Order 09 request was originated by Public Services as an indicator of their recommendation to proceed with the proposal received by Talbert & Bright.

ATTORNEY REVIEW:
No

ATTACHMENTS:

	Description	Type
🗋	DRAFT of Purchase Order #2019-00000388 for Approval	Cover Memo
🗋	Contract #15-073, Task Order #09 for Approval	Cover Memo

DRAFT

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

Ship To
GEORGETOWN COUNTY
PUBLIC SERVICES DEPARTMENT
108 Screven Street
Georgetown, SC 29440-3642

Purchase Order
No. 2019-00000388

02/07/19

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

Vendor 102792 TALBERT & BRIGHT INC

Contact
TALBERT & BRIGHT INC
ATTN: ACCOUNTS RECEIVABLE
4810 SHELLEY DRIVE
WILMINGTON, NC 28405

Deliver by	09/02/19
Ship Via	VEND
Freight Terms	SITEWORK
Originator	Janet Combs
Resolution Number	15-073, TO 9
Invoice Terms	N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
77540.0000	$/US	Other Professional Services		$1.0000	$77,540.00

Item Description Contract #15-073, Task Order 9-Land Acquisition for Runway 5-23

G/L Account	*Project*	*Amount*	*Percent*
99360.609-50705 (Improvements)			100.00%

Level	*Level Description*	*Date*	*Approval User*
1	Dept Entry	2/4/2019	Janet Combs
2	Dept Head/Director	2/4/2019	Ray Funnye
3	Purchasing	2/4/2019	Nancy Silver

Subtotal	$77,540.00
Sales Tax	$0.00
Total Due	$77,540.00

SIGNATURE

SIGNATURE

Special Instructions
This purchase item is part of an awarded contract for "Indefinite Delivery / Indefinite Quantity" (IDIQ).
EMail To: Alan Smith; asmith@tbillm.com Company: Talbert & Bright, Inc.
Contract Ref: # 15-073, Task Order #9
FROM: Georgetown County, SC Purchasing Office; PHONE: (843)545-3083 FAX: (843)545-3500 E-MAIL: purch@gtcounty.org

Georgetown County, South Carolina
Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
15-073	9	
Project #	**GL Account**	**Purchase Order**
2601-1802	99360-609-50705	2019-388
PRIOR Contract $ Total	**$ Amount of this Change (+/-)**	**REVISED Contract $ Total**
$538,421.00	$77,540.00	$615,961.00

Administration Use ONLY		
	Signature	Date
Budget Verified:	[signature]	2/7/19
Change Originator:	Janet F. Combs	02/07/19

Consultant Name:	Talbert & Bright Engineering & Planning Consultants, Inc.
Contract Title:	Airport Engineering & Planning Services
Task Order Name:	Land Acquisition for Runway 5-23 Approaches
Scope of Work:	Project Formulation: Lump Sum $9680.00 Grant Admin & Management Services: Lump Sum $5810.00AR M Land Acquisition Assistance Services: Estimated Budget $62,050.00
List Authorized Sub-Consultants:	N/A
Deliverables:	As specified in the attached documents/maps/charts.
Justification for Change:	Entering the land acquisition phase of this project.
Start Date: 2/13/2019	**Completion Date:** 9/1/2019

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

Georgetown County, SC Signatures:

[signature] 02/07/19
Date

Ray C. Funnye
Director of Public Services

Digital/attchd. 02/07/19
(Signature) Date

John Thomas
Chair - County Council

Date

NOTES:
1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.

2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format **must** include all elements of this form for each item of work.

3. Attach additional budget forms as needed when multiple tasks and resources are proposed.

Rev. 06/20/2013

GEORGETOWN COUNTY AIRPORT
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Land Acquisition for Runway 5-23 Approaches
Work Authorization No.: 18-02 (Revised) (Part A)
Date: January 9, 2018
TBI No.: 2601-1802 (Revised) (Part A)

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorization

The Engineer shall provide Project Formulation, Grant Administration and Management Services, and Land Acquisition Assistance Services, in support of the Land Acquisition for Runway 23 project at the Georgetown County Airport. The ten parcels to be acquired are shown on the attached Exhibit 1 - Runway 5 (4 parcels – Parcels 17, 18, 19, and 20) and Exhibit 2 – Runway 23 (6 parcels - Parcels 1, 2 ,3, 4, 7&8, and 9) dated November 1, 2018. We have also attached Table 1 - Recommended Property Acquisition - Runway 5 Approach and Table 2 – Recommended Property Acquisition – Runway 23 showing Parcel ID, Property Owner, Parcel Size, and Recommended Acquisition Type and Size. The limits for land acquisition are as recommended in the report "Obstruction Analysis for Land Acquisition for Runway 5-23 (Phase I) dated January 2018, which has been coordinated with Georgetown County and the FAA.

Project Background

The purpose of the proposed land acquisition at the Georgetown County Airport (GGE) is the Airport/County's desire to protect and maintain the approaches to Runway 05-23, restore the approach minimums to Runway 23, and prepare for a precision instrument landing approach for Runway 05, as illustrated on the approved ALP (Georgetown County Master Plan Update, approved March 14, 2005). Runway 23 previously had published RNAV approach minimums of ¾ mile visibility and a 237' decision altitude (DA). The approach minimums for Runway 23 were raised by the FAA and are currently 1 mile with a 320' decision altitude (DA). Georgetown County proposes to acquire properties in fee simple or avigation easement to allow the removal of tree obstructions within the Type 5 34:1 approach slope to Runway 05; the Type 4 20:1 approach slope and the Type 6 30:1 glidepath qualification surface (GQS) for Runway 23; the Type 7 40:1 departure surface for Runway 05-23; and the 4:1 and 7:1 transitional side slopes at GGE. The approach types analyzed are shown in Engineering Brief (EB) No. 99, Table 3-2 (Approach and Departure Standards). The purpose of the removal of obstructions within the approach and departure slopes to Runway 05-23 and the side slopes is to meet FAA standards and enhance the operational safety of aircraft using GGE now and in the future.

Project Formulation

Project Formulation includes coordination with the Airport/County, FAA and SCAC regarding project scope and schedule; preparation and coordination of the project Work Authorization; preparation and development of a program budget; development of subconsultant work scopes, coordination and review of subconsultant proposals, and development of subconsultant contracts; and preparation of FAA and SCAC Grant Applications for the project.

Land Acquisition Assistance Services

Engineer will assist the Airport/County with the acquisition of ten parcels of property in fee simple and/or avigation easement as recommended in the report "Obstruction Analysis for Land Acquisition for Runway 5-23 (Phase I) dated January 2018. The Engineer will prepare draft right of entry forms for Airport/Owner review and distribution; track property owner responses with Airport/Owner; coordinate right of entry with subconsultant Appraiser/Surveyor/and firm preparing Phase I - EDDAs; and assist Airport/Owner with responses to property owner inquiries. It is presumed that the Airport/Owner and its attorney will be responsible for direct communication and coordination with landowners throughout the easement acquisition process. The Engineer will coordinate and review Subconsultant boundary and avigation easement surveys, coordinate comments and distribute to the Airport/Owner and Appraiser. The Engineer will calculate avigation easement elevations/heights above ground at all property corners for the ten parcels (based on Subconsultant survey) and provide to surveyor along with a depiction of the easement surface for incorporation on the survey base map. Engineer shall coordinate and review Phase I - Environmental Due Diligence Audits prepared for the ten parcels or parcels selected and shall submit to the Airport/Owner. Engineer will then prepare draft easement narrative descriptions for use by the appraiser, coordinate with the Airport/Owner for review, and provide to the Subconsultant Appraiser along with the avigation easement maps. Once appraisals are complete, Engineer will coordinate any comments, and then distribute to the Review Appraiser and Airport/Owner. Appraisals and review appraisals shall be provided to the Airport/Owner and FAA for review. Upon concurrence with appraisals and review appraisals from the Airport/Owner and FAA, the Engineer will prepare draft purchase offer letters and purchase agreements in accordance with FAA Requirements for review by the Airport/Owner and Attorney. Once the fee simple/easement acquisition has been completed, Engineer will update the Airport Exhibit 'A' Property Map and coordinate with FAA and the Airport/Owner. This task includes up to five trips to GGE to attend meetings with Airport/Owner as requested. Assistance with condemnation, negotiations or administrative settlements with property owners is not included in the scope of work but can be added by amendment as an hourly on-call task if required.

Grant Administration and Management Services

Grant Administration Services will be provided to assist the Airport/Owner with the FAA and SCAC grant paperwork including preparation and coordination of the initial grant applications with the Airport/Owner; preparation of quarterly status reports; preparation of FAA and SCAC monthly reimbursement requests as necessary; and providing grant administration assistance to County Staff. Upon completion of the Land Acquisition project, the Engineer shall provide financial closeout documentation and closeout report and record documentation for the parcels to be acquired.

Project Formulation, Grant Administration and Management Services, and Land Acquisition Services shall be provided through completion of the services outlined in this Work Authorization.

Estimated Time Schedule

Project Formulation, Grant Administration and Management Services, and Land Acquistion Assistance Services shall be provided through completion of services outlined in this Work Authorization.

Cost of Services

The method of payment for Project Formulation and Grant Administration and Management Services shall be lump sum in accordance with Exhibit 'B' of the Contract. The lump sum for Project Formulation Services shall be $9,680.00. The lump sum fee for Grant Administration and Management Services shall be $5,810.00. The method of payment for Land Acquisition and Assistance Services shall be the actual cost of services including all time and expenses in accordance with Exhibit 'B' of the Contract. The estimated budget for Land Acquisition Assistance Services shall be $62,050.00. The Estimated Budgets will not be exceeded without prior written consent of Georgetown County.

Summary of Costs

Project Formulation – Lump Sum	$9,680.00
Grant Administration and Management Services – Lump Sum	$5,810.00
Land Acquisition Assistance Services – Estimated Budget	$62,050.00
Total Amount for this Work Authorization	**$77,540.00**

Agreed as to scope of services, time schedule, and budget:

For Georgetown County

Date:

Witness

For Talbert & Bright, Inc.

Date: 2-7-19

Witness

Attachments:
Manhour Estimate
Project Exhibits and Tables

Manhour Estimate
Land Acquistion for Runway 5-23 Aproaches
Georgetown County Airport
January 9, 2019
TBI No. 2601-1802 (Revised) (Part A)

	Description Project Formulation	Prin	PM	E3	T3	A4
1	Develop Work Scopes Narratives and Maps for Boundary Surveys, Appraisals, Review Appraisals, and Phase I -EDDAs. Coordinate Questions with Subconsultants, Including Phone Calls. Obtain and Review Subconsultant Proposals.	0	8	2	2	1
2	Complete Initial Coordination with Owner and FAA to Discuss Scope of Work, Project Requirements, and Properties to be Acquired.	1	2	0	0	0
3	Develop Work Scope. Prepare Work Authorization, Manhour Estimate, and Project Budget. Coordinate Work Authorization and Budget with County, FAA, and SCAC.	1	12	2	0	2
4	Coordinate Owner, FAA, and SCAC Comments and Revisions to Work Authorization. Complete Necessary Revisions. Submit Final Work Authorization to Owner.	1	1	0	0	1
5	Prepare and Coordinate FAA and SCAC Applications for County for Land Acquisition for Runway 5-23 Approaches.	1	8	0	2	4
6	Prepare Subcontracts for Surveying, Appraisal, Review Appraisal and Phase I - EDDAs. Coordinate with Subconsultants.	1	1	2	0	4
	Work Hour Total	**5**	**32**	**6**	**4**	**12**

Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	$ 218.00	5	$1,090.00
Project Manager	$ 198.00	32	$6,336.00
Engineer III	$ 112.00	6	$672.00
Technician III	$ 85.00	4	$340.00
Admin IV	$ 71.00	12	$852.00
Subtotal - Labor Expenses		**59**	**$9,290.00**

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Trips	$ 150.00	2	$300.00
Printing	Copies	$ 0.08	200	$16.00
Shipping Expenses	L.S.	$ 50.00	1	$50.00
Miscellaneous Supplies	L.S.	$ 20.00	1	$20.00
Subtotal - Direct Expenses				**$386.00**

Total - Project Formulation	**Lump Sum**	**$9,676.00**
	Use	**$9,680.00**

Manhour Estimate
Land Acquistion for Runway 5-23 Aproaches
Georgetown County Airport
January 9, 2019
TBI No. 2601-1802 (Revised) (Part A)

	Description	Prin	PM	GA3
	Grant Administration & Management Services			
1	Prepare FAA and SCAC Reimbursement Requests. Coordinate with County Staff.	1	2	12
2	Coordinate Questions and Provide Grant Administrartion Assistance with County Staff, FAA, and SCAC.	0	1	6
3	Prepare Quarterly Reports. Coordinate with County and FAA.	1	2	4
4	Prepare Closeout Report and Documentation. Submit to County, FAA, and SCAC.	0	8	6
	Work Hour Total	**2**	**13**	**28**

Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	$ 218.00	2	$436.00
Project Manager	$ 198.00	13	$2,574.00
Grant Administrator III	$ 94.00	28	$2,632.00
Subtotal - Labor Expenses		**62**	**$5,642.00**

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Printing	Copies	$ 0.08	800	$64.00
Shipping Expense	L.S.	$ 100.00	1	$100.00
Subtotal - Direct Expenses				**$164.00**

Total - Grant Administration & Management Services

Lump Sum: $5,806.00
Use: $5,810.00

Manhour Estimate
Land Acquistion for Runway 5-23 Aproaches
Georgetown County Airport
January 9, 2019
TBI No. 2601-1802 (Revised) (Part A)

	Description Land Acquistion Assistance	Prin	PM	E3	A4
1	Prepare Draft Right of Entry Forms (10 Property Owners) for Airport's Review and Distribution; Track Responses with Airport; Coordinate Right of Entry with Subconsultants; Assist Airport with Responses to Property Owners' Inquiries.	1	6	14	10
2	Coordinate and Review Boundary Surveys (10 Parcels), Coordinate Comments and Distribute.	1	8	24	10
3	Calculate Avigation Easement Elevations and Heights Above Ground for 10 Parcels (Based on Survey), Provide Approach Mapping, and Provide to Surveyor; Prepare Easement Descriptions; Coordinate with Airport; Provide Easement Maps and Descriptions to Appraiser and Environmental Subconsultant.	2	8	60	24
4	Coordinate and Review Phase I - Environmental Due Diligence Audit for 10 Parcels. Distribute to the Owner and FAA.	1	8	24	8
5	Coordinate and Review Appraisals (10 Parcels), Distribute to Review Appraiser, Coordinate Comments and Distribute to Owner and FAA.	2	16	16	8
6	Coordinate and Review Review Appraisals (10 Parcels). Coordinate Comments and Distribute to the Owner and FAA.	2	8	8	4
7	Upon Concurrence on Appraisals and Review Appraisals from Owner/FAA, Prepare Draft Purchase Offer Letters and Purchase Agreements in Accordance with FAA Requirements for Review by Owner and Attorney.	2	16	40	20
8	Attend Five Meetings at GGE with Owner/Attorney/Airport Commission as Requested; Provide Exhibits and/or Updates as Requested.	16	24	8	4
9	Coordinate with Owner, Attorney and FAA as requested. Respond to Questions, Requests for Information.	4	16	16	4
10	Update Airport Property Map when Fee Simple/Easement Parcels are Acquired and Coordinate with FAA.	1	4	8	0
	Work Hour Total	**32**	**114**	**218**	**92**

Labor Expenses

Classification		Billing Rate	Estimated Work Hours	Estimated Cost
Principal		$ 218.00	32	$6,976.00
Project Manager		$ 198.00	114	$22,572.00
Engineer III		$ 112.00	218	$24,416.00
Admin IV		$ 71.00	92	$6,532.00
Subtotal - Labor Expenses			**456**	**$ 60,496.00**

Direct Expenses

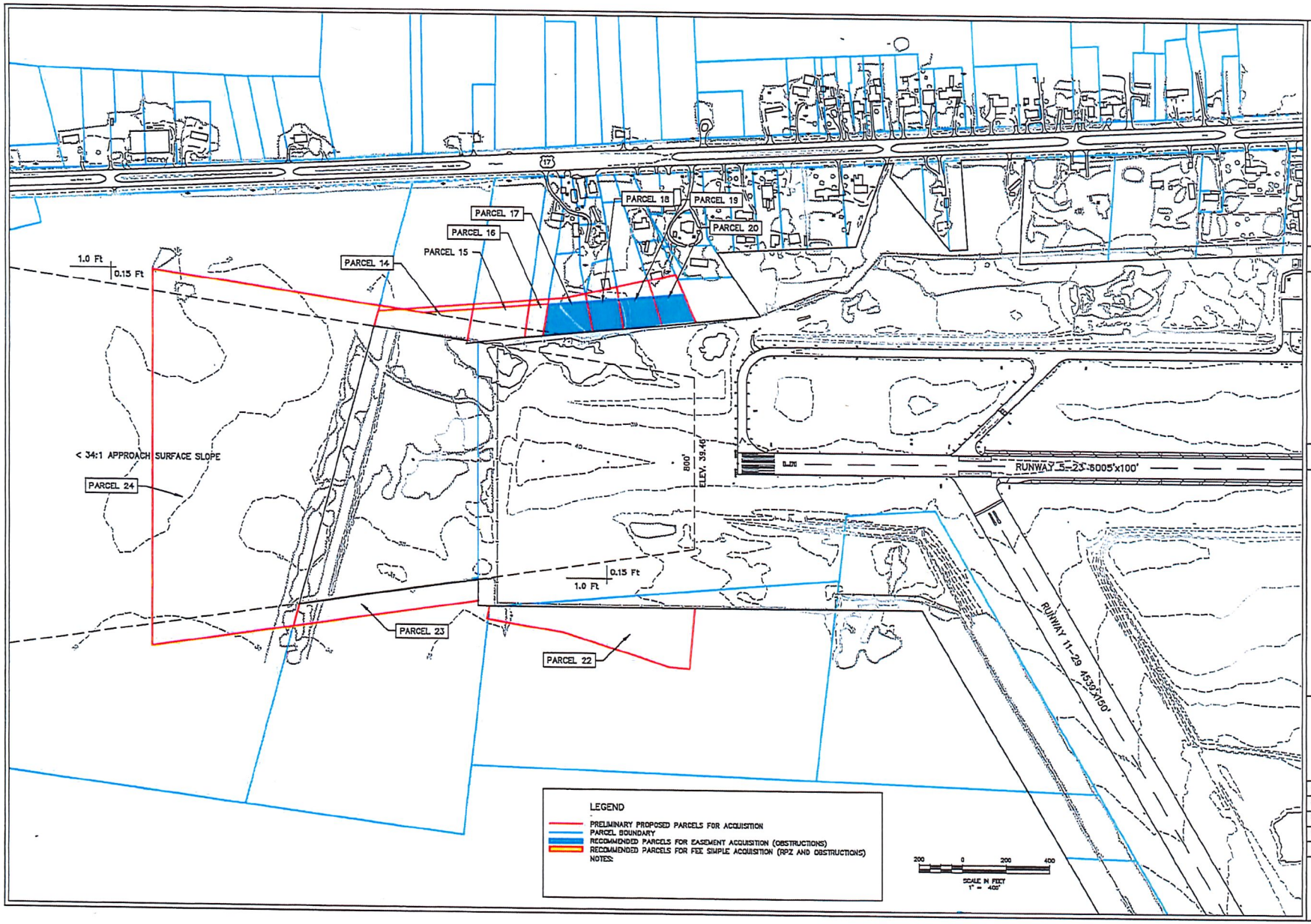
Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Trips	$ 150.00	5	$750.00
Printing	Sheets	$ 0.08	5000	$400.00
Shipping Expenses	LS	$ 300.00	1	$300.00
Miscellaneous Supplies	LS	$ 100.00	1	$100.00
Subtotal - Direct Expenses				**$1,550.00**

Total - Land Acquisition Assistance Services

Lump Sum $ 62,046.00
Use **$ 62,050.00**

Summary of Costs

Project Formulation	$9,680.00
Grant Administration and Management Services	$5,810.00
Land Acquisition Assistance Services	$62,050.00
Total Amount for this Work Authorization	**$77,540.00**



TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS
415 BELLEY DRIVE
WILMINGTON, NC 28403
FAX: 910-762-5251
PHONE: 910-762-5360
EMAIL: TBS@TBI-LLC.COM

DATE	DESCRIPTION	DATE
	REVISIONS	

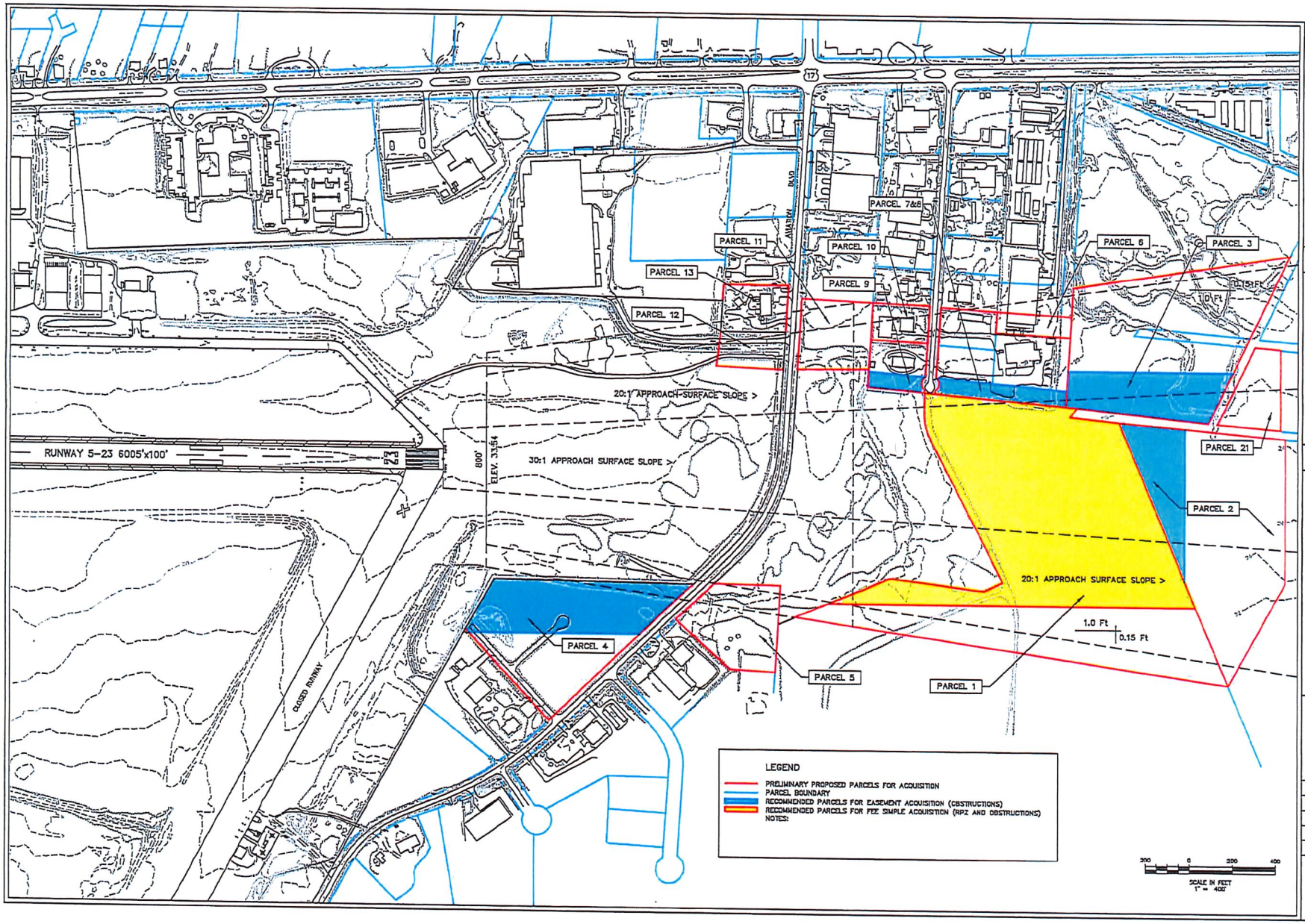
GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA

RUNWAY 5

Date	11/01/18
Scale	1"=400'
Drawn	LSM
Checked	AMS
Project No.	2801-1721

EXHIBIT 1

Table 1					
Recommended Property Acquisition – Runway 05 Approach					
Parcel #	**Parcel ID**	**Property Owner/ Address** **Property Address**	**Parcel Size** **(AC)**	**Recommended Acquisition** **Fee Simple (AC)**	**Avigation Easement (AC)**
17	01-0446-034-05-00	Dennis Lee McCray PO Box 127 Conway, SC 29528 90 English Lane	1.4	0.0	0.7
18	01-0446-034-04-00	Thomas Herman 212 Mercer Ave. Georgetown, SC 29440 4983 South Fraser St.	1 Lot	0.0	0.5
19	01-0446-035-00-00	Rufus Leon Davis 415 North Hazard St. Georgetown, SC 29440 South Fraser St.	4.0	0.0	0.6
20	01-0446-037-00-00	James Davis Heirs C/O Darrell Davis 5023 S. Fraser St. Georgetown, SC 29440 5021 South Fraser Street	1.2	0.0	0.5



TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS
470 SHELLEY DRIVE
FAX: 919-782-8351
WILMINGTON, NC 28403
PHONE: 910-762-5300
E-MAIL: TBMAIL@TBI.COM

REVISIONS		
	DESCRIPTION	DATE

GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA
RUNWAY 23

Date	11/21/16
Scale	1"=400'
Drawn	LCM
Checked	AMS
Project No.	2601-1701

EXHIBIT 2

Table 2					
Recommended Property Acquisition – Runway 23 Approach					
Parcel #	**Parcel ID**	**Property Owner/ Address** **Property Address**	**Parcel Size**	**Recommended Acquisition**	
			(AC)	**Fee Simple (AC)**	**Avigation Easement (AC)**
1	05-0051-010-00-00	Louise D Doar James B Moore Jr. 232 Queen St. Georgetown, SC 29440 Industrial Drive	79.53	20.6*	0.0
2	05-0051-008-00-00	Louise D Doar James B Moore Jr. 232 Queen St. Georgetown, SC 29440 Rion Rd	94.55	0.0	2.5
3	05-0051-002-00-00	711 Partners LLC PO Box 1289 Georgetown, SC 29442 Old Charleston Rd	29.1	0.0	3.4
4	01-0445-045-00-00	Drummond Enterprises LLC 685 Aviation Boulevard Georgetown, SC 29440 Aviation Blvd	2.0	0.0	4.9
7 & 8	01-0445-020-09-00	Wright Acquisitions, LLC 225 Industrial Dr. Georgetown, SC 29440 **225 Industrial Drive**	4.58	0.0	1.0
9	01-0445-020-07-00	Tom Mark Kueneman 100 Osprey Way Georgetown, SC 29440 254 Industrial Drive	1 Lot	0.0	0.40

***Note**: Appraisal, Review Appraisal, and Boundary Survey and Avigation Easement shall also include option to purchase 20.6 acres in avigation easement.

Item Number:	8.a
Meeting Date:	2/12/2019
Item Type:	APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Board / Commission Appointments - Council District 1

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Council Chairman John Thomas has recommended appointing/reappointing the following individuals to various boards/commissions (representing Council District 1):

1. Airport Commission - Appoint **Peter Horn** *(application provided)*
2. Atax Committee - Reappoint **Kathi Grace**
3. Alcohol & Drug Abuse Commission - Reappoint **Pat Fancher**
4. Building Code Appeals Board - Reappoint **Ben Ward**

FINANCIAL IMPACT:
n/a

OPTIONS:
1. Ratify appointments/reappointments representing Council District 1 as proposed.

2. Do not ratify appointments.

STAFF RECOMMENDATIONS:
Recommendation to ratify appointments/reappointments to various boards and commissions representing Council District 1, as proposed.

ATTACHMENTS:

	Description	Type
	Airport Commission - Peter Horn Application	Backup Material

QUESTIONAIRE FOR
BOARD / COMMISSION
PLEASE PRINT

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

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

- X Airport Commission
- ____ Alcohol & Drug Abuse Commission
- ____ Assessment Appeals Board
- ____ ATAX Commission
- ____ Building Codes Board of Appeals
- ____ Coastal Carolina University Advisory Board
- ____ Economic Development Alliance Board
- ____ Fire District 1 Board
- ____ Historical Commission
- ____ Library Board
- ____ Midway Fire-Rescue Board
- ____ Parks & Recreation Commission
- ____ Planning Commission
- ____ Sheriff Advisory Board
- ____ Tourism Management Commissio
- ____ Zoning Appeals Board

Name: Peter (*First*) FRANCIS (*Middle/Maiden*) HORN (*Last*)

Home Address: 104-2 Highgrove CT. Pawleys Island, S.C. 29585

Home Phone: 843-979-1174 Work Phone: ____ Cell Phone: 843-344-8894

Email Address: pfhflyboy@Gmail.com

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

Occupation: Retired Present Employer: ____ *[If retired, most recent employer]*

Employer Address: ____

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

____ Some High School ____ High School Graduate/GED X Some College ____ College Grad

Professional Degree *[please specify]* ____

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

[If yes, please list]: ____

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

[If yes, please list]: ____

Do you have a potential conflict of interest or reason to routinely abstain from voting on this board /commission? Yes /

[If yes, please list]: ____

Summary of Qualifications or Experience that you feel would beneficial to this board/commission:
Work as Airport Manager 3 years, Ran Flight school, Ran Maintence Department for a Part 135 Charter operation

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

Peter F Horn 1/29/19

Applicant Signature Date

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

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

(Revise

Item Number:	8.b
Meeting Date:	2/12/2019
Item Type:	APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Board / Commission Appointments - Council District 2

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Councilmember Ron Charlton has recommended the appointment/reappointment of the following individuals to various boards/commissions (representing Council District 2):

1. Library Board - Appoint **Jene Klopp** *(application provided)*
2. Building Code Appeals Board - Reappoint **CC Grimes**
3. Sheriff's Advisory Board - Reappoint **Noel Coker**

FINANCIAL IMPACT:
n/a

OPTIONS:
1. Ratify appointments/reappointments representing Council District 2 as proposed.

2. Do not ratify appointments.

STAFF RECOMMENDATIONS:
Recommendation to ratify appointments/reappointments to various boards and commissions representing Council District 2, as proposed.

ATTACHMENTS:

Description	Type
Library Board - Jene Klopp Application	Backup Material

District 2

QUESTIONAIRE FOR
BOARD / COMMISSION
PLEASE PRINT

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

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

_____ Airport Commission
_____ Alcohol & Drug Abuse Commission
_____ Assessment Appeals Board
_____ ATAX Commission
_____ Building Codes Board of Appeals
_____ Economic Development Alliance Board
_____ Fire District 1 Board
_____ Historical Commission
✓ Library Board
_____ Midway Fire-Rescue Board
_____ Parks & Recreation Commission
_____ Planning Commission
_____ Sheriff Advisory Board
_____ Tourism Management Commission
_____ Zoning Appeals Board
_____ Other _____

Name: JENE (*[First]*) Wise (*[Middle/Maiden]*) KLopp (*[Last]*)

Home Address: 117 Cannon St.

Home Phone: — Work Phone: — Cell Phone: 803-447-1174

Email Address: jwkLopp@gmail.com

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

Occupation: Retired - teacher Present Employer: — *[If retired, most recent employer]*

Employer Address: —

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

_____ Some High School _____ High School Graduate/GED _____ Some College ✓ College Graduate

Professional Degree *[please specify]* M.A.T. English

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

[If yes, please list]: _____

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

[If yes, please list]: _____

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

[If yes, please list]: _____

Summary of Qualifications or Experience that you feel would beneficial to this board/commission:
Former 8th grade English teacher
Member Georgetown Library

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

Jene Wise Klopp — Applicant Signature
1-30-19 — Date

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

Item Number:	8.c
Meeting Date:	2/12/2019
Item Type:	APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Board / Commission Appointments - Council District 7

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Council member Louis Morant has recommended reappointing the following individuals to various boards/commissions (representing Council District 7):

1. Atax Committee - Reappoint **Dr. Jerry Crosby**
2. Building Code Appeals Board - Reappoint **Terry Cox**
3. Library Board - Reappoint **Carlethia Rudolph**

FINANCIAL IMPACT:
n/a

OPTIONS:
1. Ratify recommended reappointments to Council District 7 as proposed.

2. Do not ratify appointments.

STAFF RECOMMENDATIONS:
Recommendation to ratify reappointments to various boards and commissions representing Council District 7, as proposed.

Item Number:	11.a
Meeting Date:	2/12/2019
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 19-01 - To rezone approximately 16.36 acres located northeast of Highway 521 and north at its intersection with Indian Hut Road from 10,000 Sqaure Feet Residential (MR-10) to Forest and Agriculture (FA).

On November 5, 2018, Angela Sheridan as agent for Dwayne Sheridan, applied to rezone approximately 16.36 acres located on Hwy 521 in Georgetown from 10,000 Square Feet Residential (MR-10) to FA (Forest & Agriculture). TMS 02-0420-017-02-00. Case Number REZ 11-18-21757.

CURRENT STATUS:
The parcel is currently zoned MR-10 and is being used as a private family cemetery, garden and orchard.

POINTS TO CONSIDER:

1. The parcel proposed for rezoning is bordered by 10,000 Square Feet Residential (MR-10) on all sides. The Georgetown Estates Planned Development is located approximately 675 feet northwest of the proposed rezoning. Land uses in the immediate area are single family residences, mobile homes and vacant/wooded areas.

2. Spot zoning is not an issue due to the size of the parcel.

3. The applicant is proposing to build a barn and picnic shelter for family functions. Forest and Agriculture is the only district that allows for an accessory structure such as a shelter when there is no principal structure (like a single family residence) on the site.

4. The Georgetown County Future Land Use Map designates this area as medium density residential; therefore, the proposed use does not conflict with this designation.

5. Staff recommended approval for the rezoning from MR-10 to FA.

6. The Planning Commission held a public hearing on this issue at the December 20, 2018 meeting. No one but the applicant came forward to speak. The Commission voted 7 to 0 to recommend approval for the request.

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 19-01 To rezone 16.36 acres on Hwy 521 at intersection of Indian Hut Road	Backup Material
🗋	Sheridan attachments	Backup Material

STATE OF SOUTH CAROLINA)
) ORDINANCE NO: 19-01
COUNTY OF GEORGETOWN)

AN ORDINANCE TO REZONE APPROXIMATELY 16.36 ACRES LOCATED ON HIGHWAY 521 IN GEORGETOWN AND FURTHER IDENTIFIED AS TAX MAP PARCEL 02-0420-017-02-00 FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO FOREST AND AGRICULTURE (FA)

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT APPROXIMATELY 16.36 ACRES LOCATED ON HIGHWAY 521 IN GEORGETOWN AND FURTHER IDENTIFIED AS TAX MAP PARCEL 02-0420-017-02-00 BE REZONED FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO FOREST AND AGRICULTURE (FA) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019.

_____ (SEAL)
John Thomas
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 19-01, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading: January 22, 2019

Second Reading: February 12, 2019

Third Reading: February 26, 2019

REZ-11-18-21757

129 Screven Street
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)

(X) 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: 02-0420-017-02-00

Street Address: Georgetown Highway (521)

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 543.64 x 1761.34

Plat Book / Page: 92-10

Current Zoning Classification: MRD

Purposed Zoning Classification: HA

Property Owner of Record:

Name: Dwayne T Sheridan

Address: 1004 Highmarket St

City/ State/ Zip Code: Georgetown SC 29440

Telephone/Fax Numbers: 843-240-0880

E-mail: dtsheridan65@gmail.com

Signature of Owner / Date: Dwayne Sheridan 10/4/18

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: Self

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Person and Number: Angel Sheridan (spouse) 843-833-0154

E-mail: asheridan63@gmail.com

Please provide the following information.

(X) Please submit 18 copies (9 large: 24 x 26 and 9 small: 11 x 17)

2. Please explain the rezoning request for this property.

Request #1 A. Currently have private family cemetary, garden & orchard. Plans for a barn/picnic shelter.
Primary residence at 1004 Highmarket St.

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 Street, Georgetown, SC 29440."**

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

02-0420-017-03-00 / 02-0420-017-01-00

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 120 Broad Street, 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.

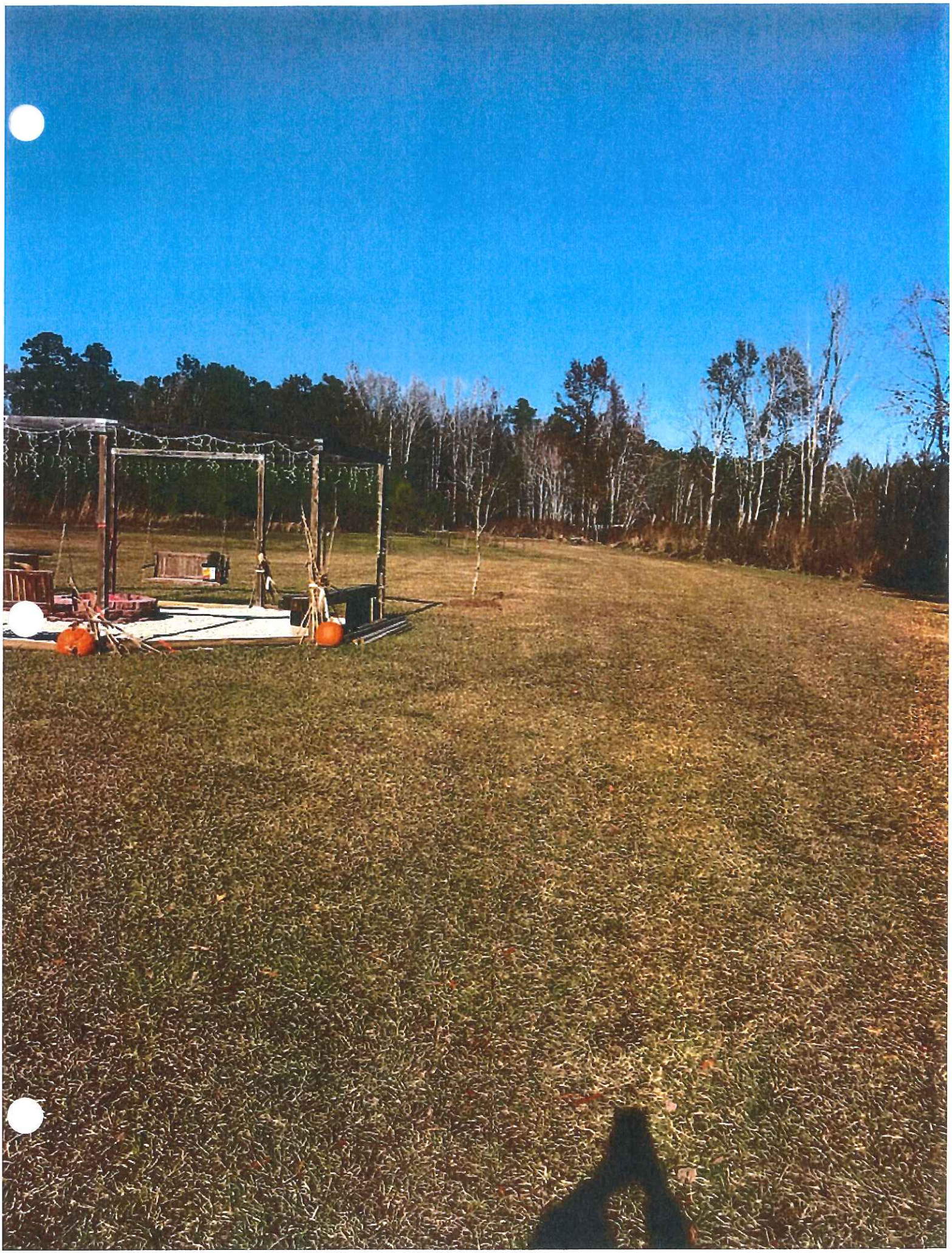
A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

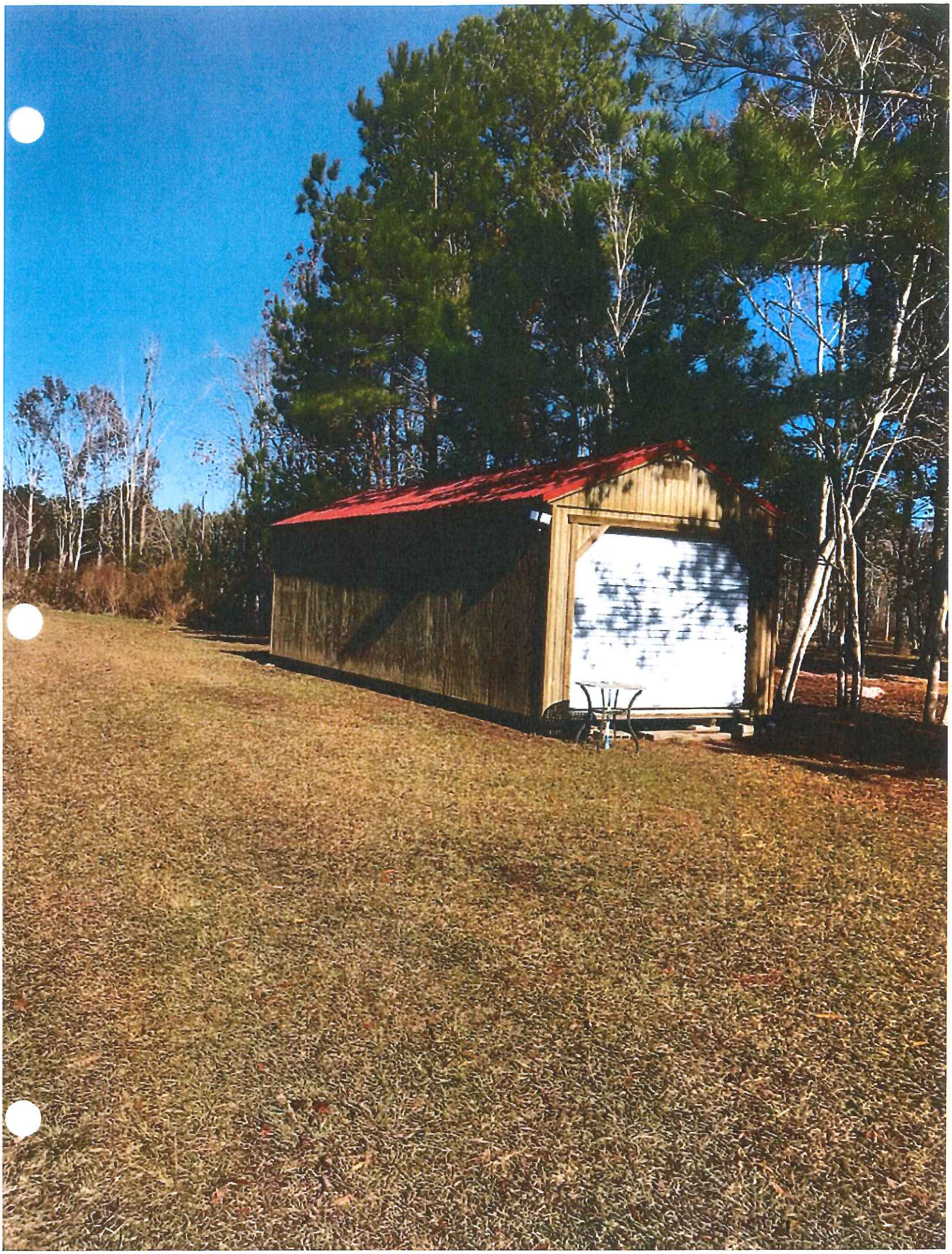
All information contained in this application is public record and is available to the general public.

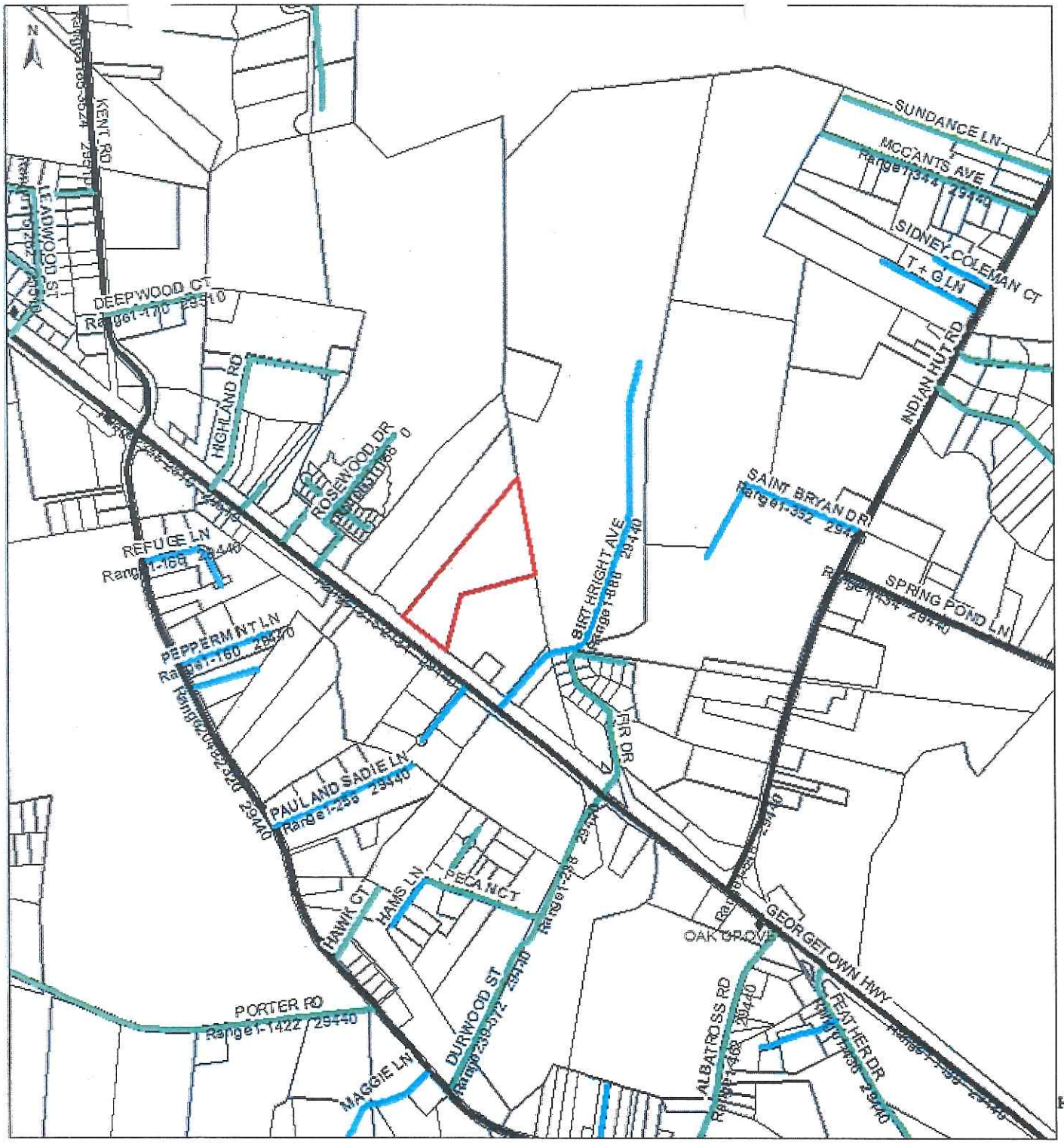
Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org. or include with your application

Office Use Only:
Date Filed: 11-5-18 Appeal Number: REZ-11-18-21757

Hearing Date: 12/20/18 Amount of Fee Paid: $250.00







Dwayne Sheridan
Property Location Map
REZ 11-18-21757

Legend

Streets

<all other values>

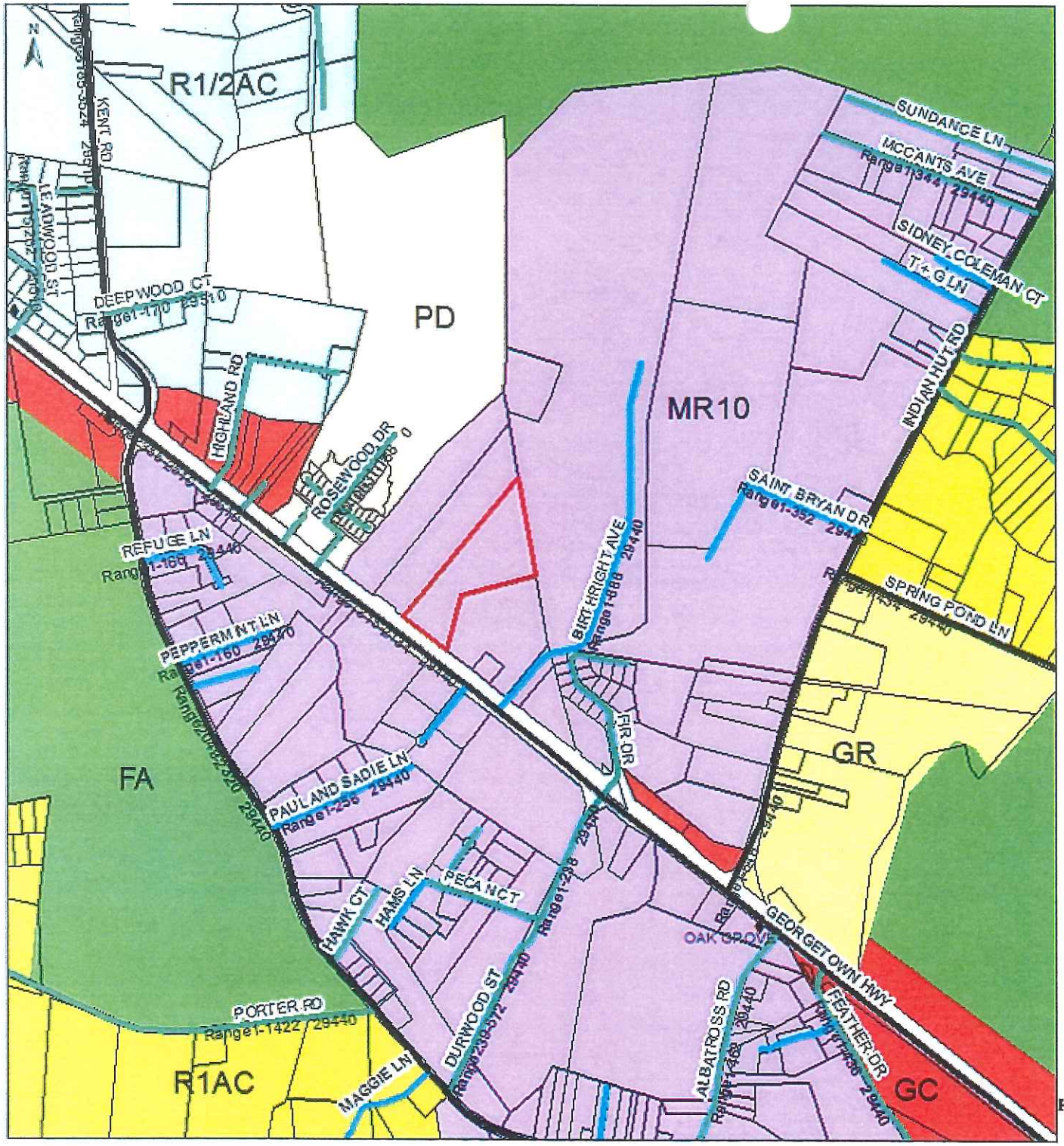
MaintainedBy

- County
- Private
- State
- Dwayne Sheridan
- Lot Lines
- Landmarks
- Municipalities

0 425 850 1,700 2,550 3,400 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.

Dwayne Sheridan
Property Zoning Map
REZ 11-18-21757



Legend

Streets

Maintained By

Zoning

DISTRICT

0 425 850 1,700 2,550 3,400 Feet

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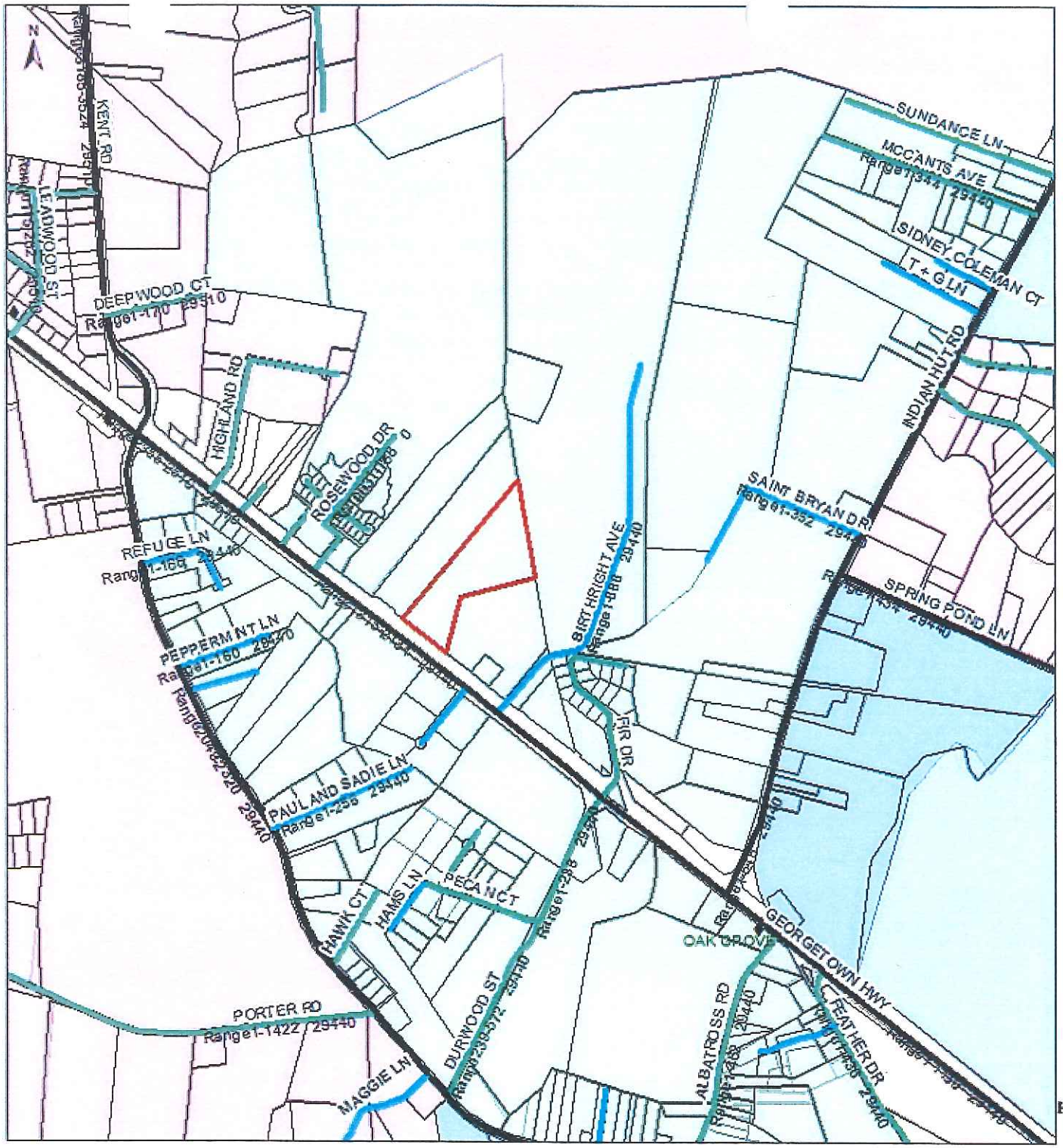

Dwayne Sheridan Property FLU Map REZ 11-18-21757

Legend

Streets

<all other values>

Maintained By

- County
- Private
- State
- Dwayne Sheridan
- Lot Lines
- 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

0 425 850 1,700 2,550 3,400 Feet

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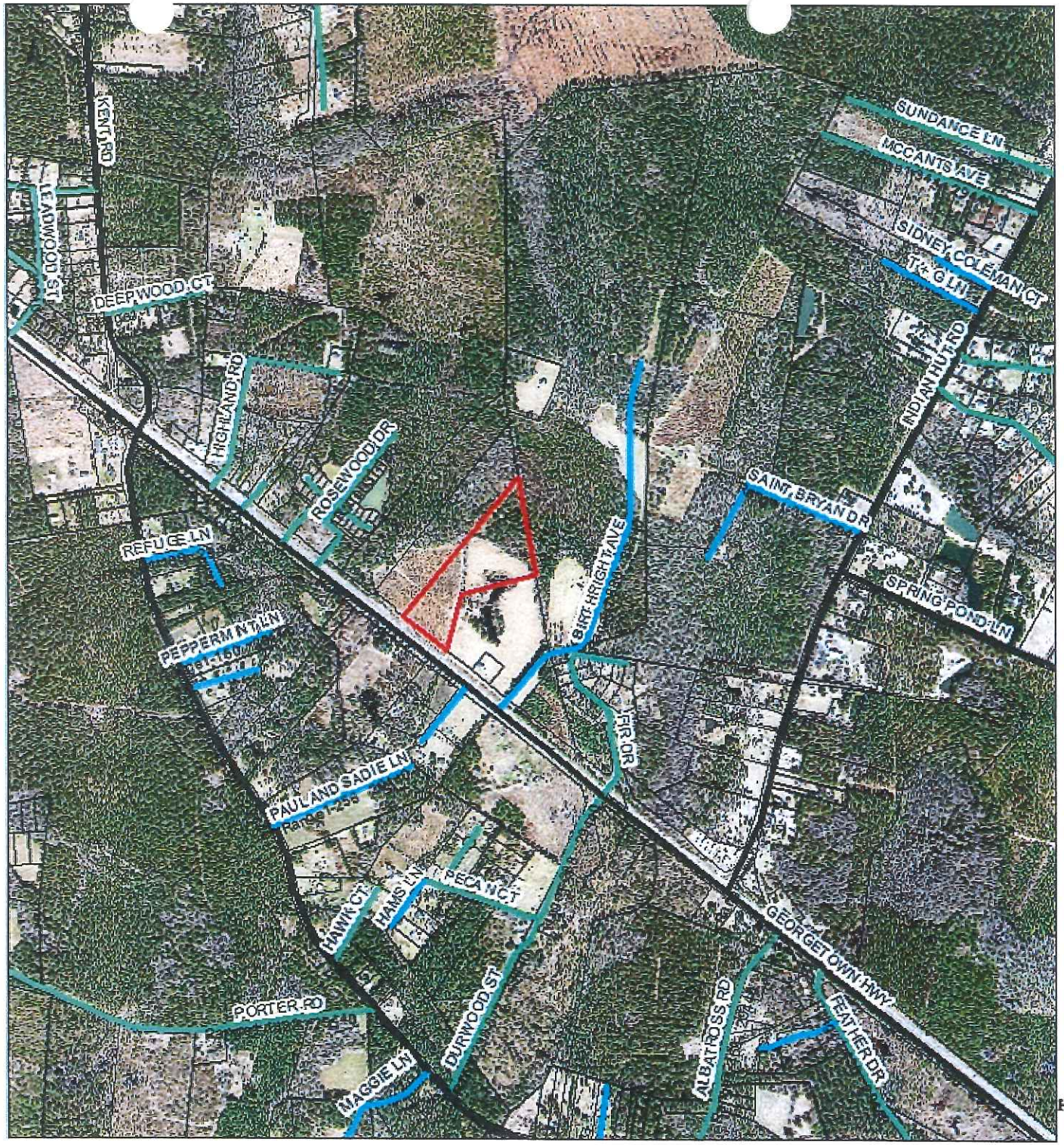


Dwayne Sheridan Property Aerial Map REZ 11-18-21757

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Dwayne Sheridan
- Lot Lines
- Landmarks

sde.SDE.Imagery2014

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Municipalities

0 425 850 1,700 2,550 3,400 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 Angel Sheridan as agent for Dwayne Sheridan to rezone approximately 16 acres from 10,000 Square Feet Residential (MR-10) to Forest Agriculture (FA). The property is located northeast of Georgetown Highway (Hwy 521) approximately 3200 linear feet northwest of Indian Hut Road. TMS# 02-0420-017-02-00. Case Number REZ 11-18-21757.

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

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

FILED
BETTY L. WILLIAMS
CCCP & GS 909

92 FEB -6 PM 3:41

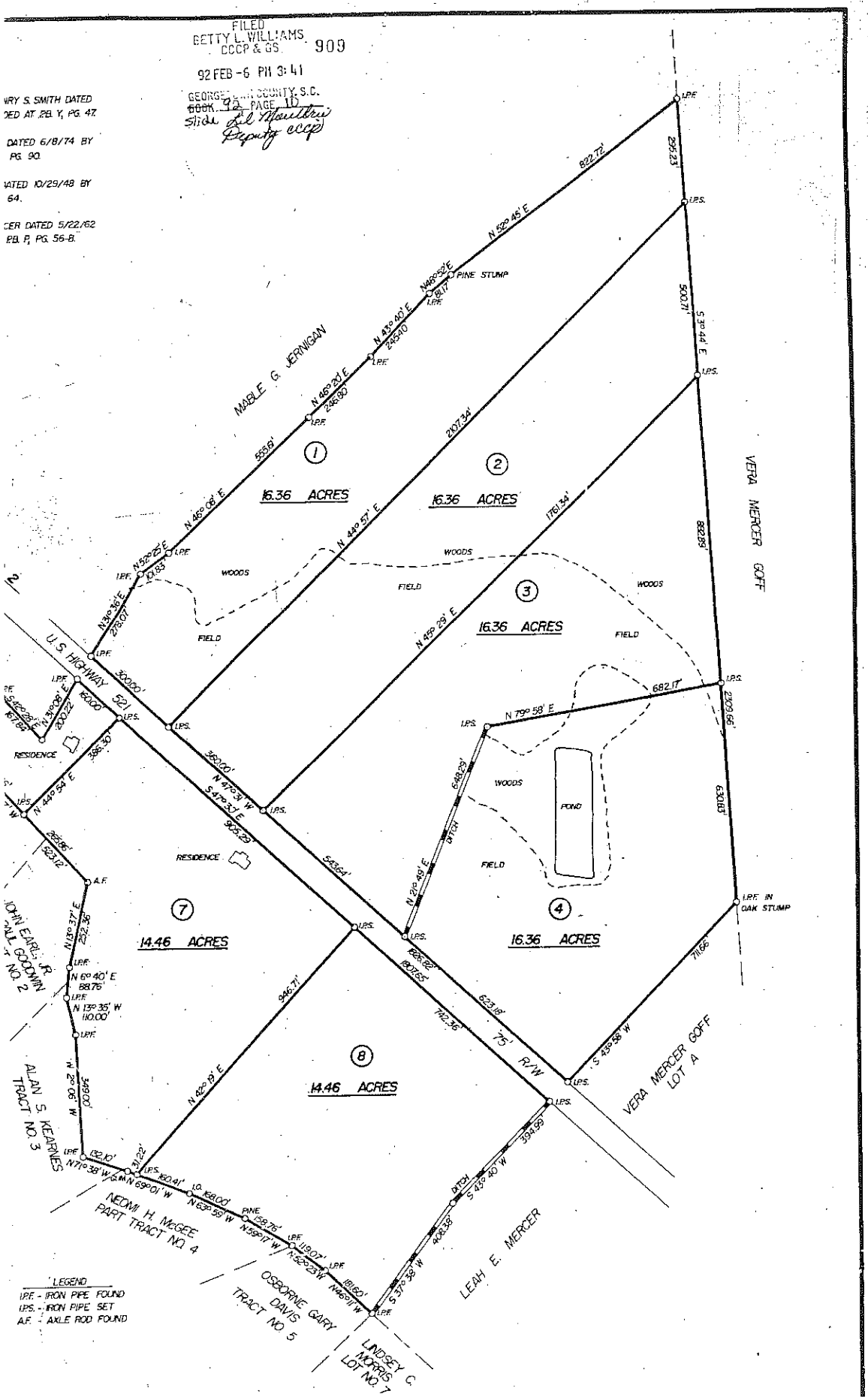
GEORGETOWN COUNTY, S.C.
BOOK 92 PAGE 10
Slide Gil Mauldin
Deputy CCCP

...RY S. SMITH DATED
...DED AT PBL Y, PG. 47

...DATED 6/8/74 BY
...PG. 90

...ATED 10/29/48 BY
...64.

...CER DATED 5/22/62
...PBL P, PG. 56-B.



Item Number:	12.a
Meeting Date:	2/12/2019
Item Type:	FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
Ordinance No. 19-02 - An Ordinance to authorize Georgetown County to lease to the Georgetown County Water and Sewer District a 1.1 acre portion of a 22 acre tract of property, designated as Tax Map No. 41-0402-023-00-00, and owned by Georgetown County

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
The Georgetown County Water and Sewer District has requested to lease a parcel of property owned by Georgetown County for the construction and maintenance of a 500,000 gallon elevated water tank.

Georgetown County is aware of the positive impacts the increased water flow will have in the area thereby benefiting residential, commercial, and emergency service entities, and based on the increased benefits and the continual working relationship the County has with the District, the County is desirous of leasing property to the District.

OPTIONS:
1. Adoption of Ordinance No. 19-02 authorizing the lease of property to the Georgetown County Water and Sewer District for the purpose of constructing an elevated water tank.
2. Deny adoption of Ordinance No. 19-02 authorizing the lease of county owned property.

STAFF RECOMMENDATIONS:
Recommendation for the adoption of Ordinance No. 19-02 authorizing the lease of property to the Georgetown County Water and Sewer District for the purpose of constructing an elevated water tank.

ATTACHMENTS:

	Description	Type
	Ordinance No. 19-02 Authorizing the Lease of Property to the GCWSD	Ordinance
	Exhibit A (Ordinance No 19-02) Lease Agreement with GCWSD	Exhibit

STATE OF SOUTH CAROLINA)
) ORDINANCE NO: 19-02
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE TO THE GEORGETOWN COUNTY WATER AND SEWER DISTRICT A 1.1 ACRE PORTION OF A 22 ACRE TRACT OF PROPERTY, DESIGNATED AS TAX MAP No. 41-0402-023-00-00, AND OWNED BY GEORGETOWN COUNTY

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No. 41 of Georgetown County; whereon is situate a tract containing 22 acres, and further identified as Tax Map No. 41-0402-023-00-00; and,

WHEREAS, the Georgetown County Water and Sewer District ("Lessee") is desirous of leasing a portion of said property totaling 1.1 acre, for the purpose of constructing and maintaining a 500,000 gallon elevated water tank; and,

WHEREAS, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County that the County enter into a lease agreement with the Lessee for a twenty-five (25) year rental period, ending on December 31, 2039.

WHEREAS, a public hearing on said lease agreement was held _____ 2019.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

That the following described property referred to in the Lease Agreement attached to this Ordinance as Exhibit A shall be leased unto the Georgetown County Water and Sewer District.

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

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

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

DONE, RATIFIED, AND ADOPTED THIS 12th DAY OF MARCH, 2019.

_____ (Seal)
Chairman, Georgetown County Council

ATTEST:

_____
Clerk to Council

This Ordinance, No. 19-02, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant,
Georgetown County Attorney

First Reading: February 12, 2019

Second Reading: February 26, 2019

Third Reading: March 12, 2019

STATE OF SOUTH CAROLINA) **LEASE**
)
COUNTY OF GEORGETOWN)

This Lease Agreement made and entered into this _____ day of _____, 2019, by and between Georgetown County, hereinafter referred to as LESSOR, and the Georgetown County Water and Sewer District, hereinafter referred to as LESSEE.

WHEREAS, The Georgetown County Water and Sewer District has requested to lease a parcel of property owned by Georgetown County for the construction and maintenance of a 500,000 gallon elevated water tank; and

WHEREAS, Georgetown County is aware of the positive impacts the increased water flow will have in the area thereby benefiting residential, commercial, and emergency service entities; and

WHEREAS, based on the increased benefits and the continual working relationship the County has with the District, the County is desirous of leasing property to the District.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the LESSOR, for itself and its successors and assigns, does hereby lease unto the LESSEE, its successors and assigns; the following described property:

The land herein described and as more fully shown on EXHIBIT A within the Murrells Inlet area of Georgetown County, more specifically located on Pond Road being a 1.1 acre portion of a 22 acre Georgetown County parcel bearing Tax Map No.: 41-0402-023-00-00.

ALSO:

TO HAVE AND TO HOLD unto the LESSEE, its Successors and Assigns, the above leased property, subject to the following terms and conditions:

1. That the term of this lease shall be for no less than twenty five years (25) and shall commence upon final approval by Georgetown County Council ending at 12:00 midnight on December 31, 2039.

2. That the LESSEE shall pay ONE DOLLAR AND NO CENTS ($1.00) per year.

3. During the term of this agreement Insurance Requirements for LESSEE are as follows:

(a) Liability Insurance: LESSEE shall pay for and maintain liability insurance covering all activities conducted on the premises with the minimum coverage of ONE MILLION DOLLARS ($1,000,000.00), and shall name the County of Georgetown as additional insurers under the policy. The policy document must be provided to the Lessor and must be continuously renewed for the length of the lease agreement. The Lessor's property insurance shall not extend to any improvements placed on the premises by the Lessee.

(b) Hold Harmless: LESSEE shall not hold the LESSOR responsible for any injury to person or property that arises out of LESSEE use of the Premises, or any portion thereof. LESSOR shall not be responsible for any debt incurred by LESSEE with regard to the premises. LESSEE agrees not to seek subrogation from the County in connection with any third party claims against LESSEE, and to indemnify the LESSOR, its officials, agents, and employees from any action brought against the LESSOR in connection with the use of the premises by LESSEE or its agents.

(c) Utilities: The Lessee shall bear responsibility for the utilities, if any.

(d) Maintenance: LESSEE accepts the premises in "as is" condition. LESSEE AGREES TO CUT TIMBER AND CLEAR THE ENTIRE PORTION OF PROPERTY AS SHOWN IN PURPLE ON EXHIBIT A AND BEING 3.9 ACRES. FURTHER, THE LESSEE WILL MAINTAIN THE ENTIRE 3.9 ACRE CLEARED AREA UNTIL THE LESSOR UTILIZES THE AREA OUTSIDE OF THE 1.1 ACRE PORTION ON WHICH THE LESSEE WILL LOCATE A WATER TANK. ANY PROCEEDS RECEIVED BY THE LESSEE FROM MERCHANTABLE TIMBER LOCATED UPON THE PROPERTY TO BE CLEARED SHALL BE PROMPTLY REMITTED TO THE LESSOR. It is agreed the maintenance and upkeep of the property will conform to generally accepted practices associated with this type of premises maintenance.

(e) Improvements: All improvements and repairs to the premises, including but not limited to structures, ground surfacing, interior modifications and fixtures will be at the LESSEE'S expense.

(f) Termination: Unless otherwise noted, this agreement will expire at midnight on December 31, 2039. LESSEE and LESSOR may terminate this agreement prior to the stated termination date by mutually agreeing to do so in writing. Any payments due prior to conclusion of the agreement will be prorated.

(g) Renewal: The LESSEE shall have the ability to request a 25 year renewal. A request for renewal shall be in writing and submitted 30 days prior to the end of the initial term. The renewal request shall be automatically approved by the Lessor utilizing the same terms of this Lease Agreement.

(g) Default:If the LESSEE defaults with regard to any portion of the terms of this agreement, the LESSOR shall give notice of the default to LESSEE and LESSEE shall

have THIRTY (30) days to resolve the default. If LESSEE fails or refuses to resolve the default within the THIRTY (30) day period, the LESSOR may declare this agreement to be in default and shall seek as a remedy such relief as is deemed appropriate by the LESSOR.

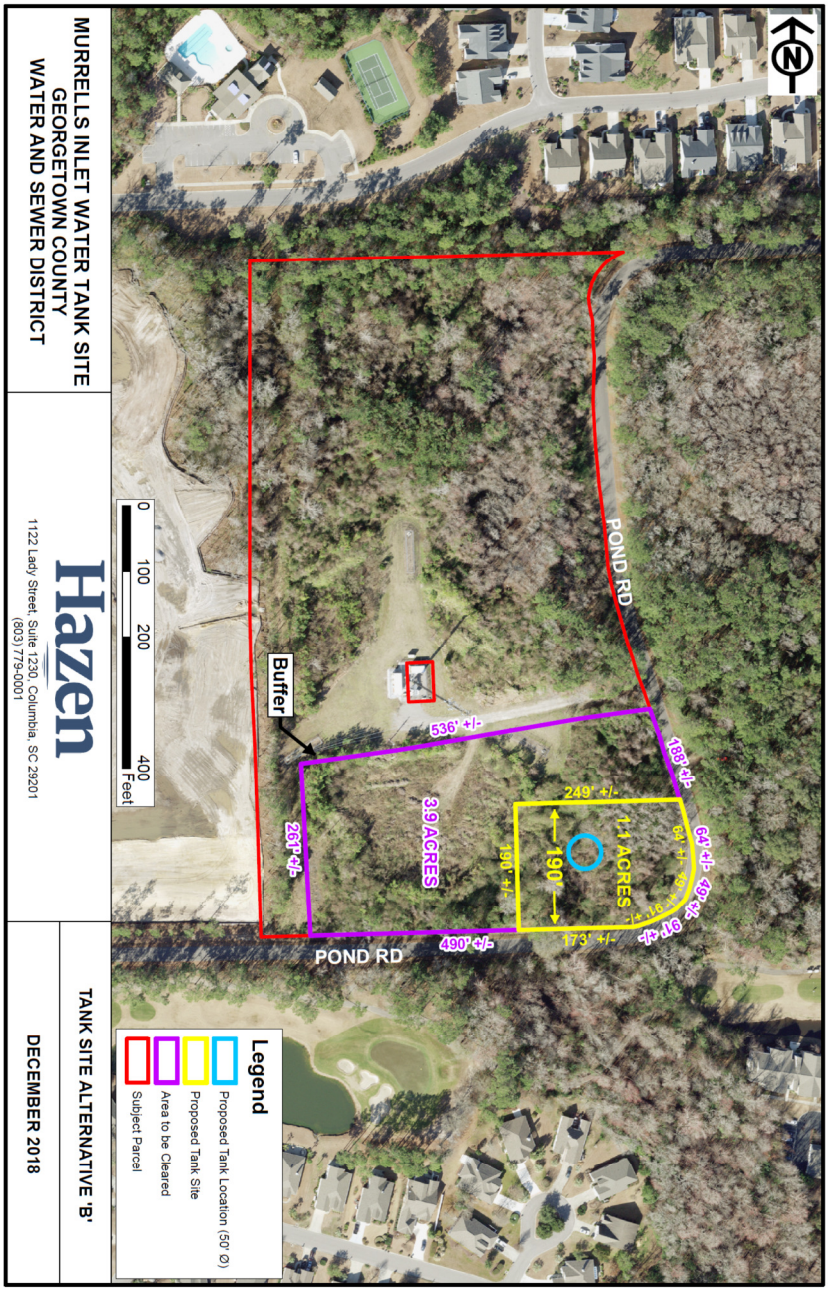
(h) Savings Clause: If, during the term of this agreement, it is found that a specific clause of the agreement is illegal under law, the remainder of the agreement is not affected, and shall remain in force.

(i) Other Terms: Other terms and rules contained in Exhibit A shall have binding effect and violating these terms shall be considered a default of this agreement.

In witness where of the said parties have hereunto interchangeable set their Hands and Seals as of this _____ day of _____, 2019.

_____	_____
Georgetown County Water and Sewer District	Georgetown County
LESSEE	**LESSOR**

EXHIBIT A


N
POND RD
188' +/-
64' +/-
49' +/-
64' +/-
49' +/-
16' +/-
16' +/-
1.1 ACRES
190'
249' +/-
173' +/-
190' +/-
536' +/-
3.9 ACRES
490' +/-
261' +/-
Buffer
POND RD
Legend
Proposed Tank Location (50' Ø)
Proposed Tank Site
Area to be Cleared
Subject Parcel
0
100
200
400
Feet
Hazen
1122 Lady Street, Suite 1230, Columbia, SC 29201
(803) 779-0001
MURRELLS INLET WATER TANK SITE
GEORGETOWN COUNTY
WATER AND SEWER DISTRICT
TANK SITE ALTERNATIVE 'B'
DECEMBER 2018

Item Number:	15.a
Meeting Date:	2/12/2019
Item Type:	REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:
The County Council's support of Georgetown County Airport is crucial to the successful growth not only of the airport but our county as a whole and its expanding role in promoting the history and natural beauty of our area.

The Georgetown County Director of Public Services, Airport Commission Chairperson, and Airport Manager are appearing before the County Council to keep the Council apprised of the exciting short- and long-term aviation opportunities that are happening at Georgetown County Airport.

CURRENT STATUS:
Mr. Ray C. Funnye, Director of Public Services, will impart some insightful knowledge of the history of Georgetown County Airport in his brief opening remarks.

He will then present Mr. Don Quattlebaum, Current Georgetown County Airport Commission Chairperson, to provide an overview of the airport's attributes and thank the County Council for their stewardship with regard to protecting and expanding the investment in Georgetown County Airport.

Mr. Ray C. Funnye will then introduce Mr. James Taylor, Airport Manager, who will give a brief stratetgic update.

POINTS TO CONSIDER:
- Introduction and a bit of background on Mr. Taylor's career in aviation and why he chose to come to Georgetown;
- Synopsis of the formal strategic plan for the Airport, and how it is intended to be executed going forward;
- Recent educational/awareness events at the Airport, involvement with the local schools, and future plans;
- Importance of the relationship with our FBO (FIxed Base Operator), Seven Rivers Aviation;
- Some exciting new ideas including a flight school and world-class aircraft maintenance facility.

FINANCIAL IMPACT:
N/A

OPTIONS:
N/A

STAFF RECOMMENDATIONS:
Staff thanks the Georgetown County Council for their interest in and support of Georgetown County Airport.

ATTORNEY REVIEW:
No

Item Number:	15.b
Meeting Date:	2/12/2019
Item Type:	REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
A report for the year 2017-2018 outlining the status of development impact fees collected by the County.

CURRENT STATUS:
The Development Impact Fee Ordinance, including the fee schedule, has not changed during the subject fiscal year.

POINTS TO CONSIDER:
See attached report.

FINANCIAL IMPACT:
$1,183,437 was collected in 2017-2018.

STAFF RECOMMENDATIONS:
Staff recommends receiving the report as information.

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

Description	Type
Impact Fee 2018 annual report	Backup Material
Impact Fee 2018 attachments	Backup Material

Georgetown County, SC

Impact Fee Annual Report

July1, 2017 – June 30, 2018

Overview

Georgetown County originally adopted impact fees for Libraries, Law Enforcement, Parks/Recreation and Roads in 2009. This report represents the eighth full year of collections. Fees are collected at the time a building permit is issued. The fees were developed pursuant to the South Carolina Development Impact Fee Act. The County has collected impact fees for the fire service area for many years. Fire impact fees are not included in this report. Impact fees are highly restricted fees that must be spent only on projects identified in the Capital Improvements Plan (CIP).

Impact Fee Schedule

See Attachment A for the current fee schedule. Prior to FY 2011, impact fees for Parks/Recreation were assessed in four distinct service areas. Road impact fees were assessed in two service areas and Libraries and Law Enforcement were assessed the same County-wide. After careful review by an independent consultant, the County determined that the four different impact fees with different charges could be assessed County-wide and not broken into smaller service areas. This change and a review of the Capital Improvement Program resulted in a significant reduction of the fees. Residential fees are charged per dwelling regardless of size. Fees for other uses are charged either by the "per 1,000 square foot" or a "unique demand indicator" such as beds in a nursing home. It was determined by reviewing the data from the first year of collections that residents of mobile homes overwhelmingly were eligible for a waiver of the impact fees. The County adopted this procedure to encourage and not impede affordable housing. Families earning less than 80% of the median income of the County as determined by the Federal government are eligible for a waiver of fees. As a result of this review, the County amended the Ordinance to exclude mobile homes from impact fees.

Collections

This annual report covers the fiscal year beginning July 1, 2017 and ending June 30, 2018. See Attachment B for the following information:

- Fees collected through June 30, 2018 by category.
- Expenditures. All impact fees are spent on debt service for specific projects indentified in the current CIP. Expenditures are shown through June 30, 2018 by category.
- Impact fee balance as of June 30, 2018.

Attachment C reflects the fees collected since the ordinance was adopted and includes yearly totals by category. Cumulative totals by category are also shown.

For fiscal year 2017- 2018, a total of $1,183,437 was collected. This is a reduction of $711,194 from the previous year which totaled $ 1,895,380. Fiscal year 2016 – 2017 had increased by $707,467 from 2015 – 2016.

CIP

Once significant changes are made to the CIP in the future, individual fees will need to be revisited to assure they reflect the impact a particular use has on an identified service.

Impact Fee Ordinance

No changes were made to the Impact Fee Ordinance this past year. No changes are expected in FY 2018 - 2019 unless the CIP dictates such changes.

ATTACHMENT A

5.0 Impact Fee Schedule

Combined Service Area	*Library*	*Recreation*	*Transportation*	*Law Enforcement*	*TOTAL*
Residential	**Per Housing Unit**				
Detached (SFD & MH)	$685	$1,659	$750	$750	$3,844
Attached (all other)	$303	$1,320	$510	$332	$2,465
Nonresidential	**Per 1,000 Square Feet of Floor Area**				
Retail/Restaurant			$1,810	$322	$2,132
Business Park			$570	$407	$977
Office			$820	$535	$1,355
Hospital			$780	$436	$1,216
School			$420	$118	$538
Mini-Warehouse			$110	$5	$115
Warehousing			$220	$165	$385
Manufacturing			$170	$230	$400
Light Industrial			$310	$298	$608
Other Nonresidential	**Per Unique Demand Indicator**				
Nursing Home (per bed)			$100	$46	$146
Day Care (per student)			$90	$20	$110
Lodging (per room)			$250	$56	$306

SECTION 3. If any provision of this chapter is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion thereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this chapter.

SECTION 4. This Ordinance shall be effective and applied as of the 1st day of July, 2010.

ATTACHMENT B

Impact Fee Activity
July 1, 2017 through June 30, 2018

	Balance on Hand 6/30/2017	Revenues						Expenditures	Balance on Hand 6/30/2018
		Residential		Commercial		Totals			
		Number	Amount	Number	Amount	Number	Amount	Amount	
Parks & Recreation Impact Fees									
County Wide	$ -	300	$ 490,242	N/A	N/A	300	$ 490,242	$ (490,242)	$ -
	-	300	490,242	N/A	N/A	300	490,242	(490,242)	-
Library Impact Fees									
County Wide	-	300	197,096	N/A	N/A	300	197,096	(197,096)	-
	-	300	197,096	N/A	N/A	300	197,096	(197,096)	-
Law Enforcement Impact Fees									
County Wide	-	300	215,804	13	12,801	313	228,605	(228,605)	-
	-	300	215,804	13	12,801	313	228,605	(228,605)	-
Transportation Impact Fees									
County Wide	1,744,305	300	219,720	13	47,774	313	267,494	(140,338)	1,871,461
	1,744,305	300	219,720	13	47,774	313	267,494	(140,338)	1,871,461
Grand Totals	$1,744,305		$1,122,862		$ 60,575		$ 1,183,437	$ (1,056,281)	$ 1,871,461

ATTACHMENT C

Impact Fee Activity
Inception through June 30, 2018

	Balance on Hand Beginning	Revenues: Residential Number	Residential Amount	Commercial Number	Commercial Amount	Totals Number	Totals Amount	Refunds Amount	Net Revenue Amount	Expenditures Amount	Balance on Hand Ending
Parks & Recreation Impact Fees											
June 1, 2009 to June 30, 2010	$ -	78	$ 164,408	N/A	N/A	78	$ 164,408	$ -	$ 164,408	$ (164,408)	$ -
July 1, 2010 to June 30, 2011	-	117	199,733	N/A	N/A	117	199,733	(44,916)	154,817	(154,817)	-
July 1, 2011 to June 30, 2012	-	154	255,486	N/A	N/A	154	255,486	-	255,486	(255,486)	-
July 1, 2012 to June 30, 2013	-	208	342,735	N/A	N/A	208	342,735	-	342,735	(342,735)	-
July 1, 2013 to June 30, 2014	-	222	370,260	N/A	N/A	222	370,260	(1,659)	368,601	(368,601)	-
July 1, 2014 to June 30, 2015	-	264	436,959	N/A	N/A	264	436,959	(768)	436,191	(436,191)	-
July 1, 2015 to June 30, 2016	-	288	469,476	N/A	N/A	288	469,476	(4,977)	464,499	(464,499)	-
July 1, 2016 to June 30, 2017	-	582	866,550	N/A	N/A	582	866,550	-	866,550	(866,550)	-
July 1, 2017 to June 30, 2018	-	300	490,242	N/A	N/A	300	490,242	-	490,242	(490,242)	-
		2,213	3,595,849	N/A	N/A	2,213	3,595,849	(52,320)	3,543,529	(3,543,529)	
Library Impact Fees											
June 1, 2009 to June 30, 2010	-	78	53,430	N/A	N/A	78	53,430	-	53,430	-	53,430
July 1, 2010 to June 30, 2011	53,430	117	79,078	N/A	N/A	117	79,078	(685)	78,393	(131,823)	-
July 1, 2011 to June 30, 2012	-	154	105,490	N/A	N/A	154	105,490	-	105,490	(92,557)	12,933
July 1, 2012 to June 30, 2013	12,933	208	141,096	N/A	N/A	208	141,096	-	141,096	(17,561)	136,468
July 1, 2013 to June 30, 2014	136,468	222	151,912	N/A	N/A	222	151,912	(750)	151,162	(287,630)	-
July 1, 2014 to June 30, 2015	-	264	180,103	N/A	N/A	264	180,103	-	180,103	(180,103)	-
July 1, 2015 to June 30, 2016	-	288	181,987	N/A	N/A	288	181,987	(2,055)	179,932	(179,932)	-
July 1, 2016 to June 30, 2017	-	582	287,126	N/A	N/A	582	287,126	-	287,126	(287,126)	-
July 1, 2017 to June 30, 2018	-	300	197,096	N/A	N/A	300	197,096	-	197,096	(197,096)	-
		2,213	1,377,318	N/A	N/A	2,213	1,377,318	(3,490)	1,373,828	(1,373,828)	
Law Enforcement Impact Fees											
June 1, 2009 to June 30, 2010	-	78	58,500	3	3,382	81	61,882	-	61,882	(61,882)	-
July 1, 2010 to June 30, 2011	-	117	87,000	11	62,596	128	149,596	(750)	148,846	(148,846)	-
July 1, 2011 to June 30, 2012	-	154	115,500	22	30,212	176	145,712	-	145,712	(145,712)	-
July 1, 2012 to June 30, 2013	-	208	154,414	17	35,079	225	189,493	-	189,493	(189,493)	-
July 1, 2013 to June 30, 2014	-	222	166,328	28	89,079	250	255,407	(13,570)	241,837	(241,837)	-
July 1, 2014 to June 30, 2015	-	264	197,193	17	11,599	281	208,792	-	208,792	(208,792)	-
July 1, 2015 to June 30, 2016	-	288	199,268	23	54,412	311	253,680	(4,216)	249,464	(249,464)	-
July 1, 2016 to June 30, 2017	-	582	314,444	17	14,432	599	328,876	-	328,876	(328,876)	-
July 1, 2017 to June 30, 2018	-	300	215,804	13	12,801	313	228,605	-	228,605	(228,605)	-
		2,213	1,508,451	151	313,592	2,364	1,822,043	(18,536)	1,803,507	(1,803,507)	
Transportation Impact Fees											
June 1, 2009 to June 30, 2010	-	78	179,240	3	22,712	81	201,952	-	201,952	-	201,952
July 1, 2010 to June 30, 2011	201,952	117	88,630	11	142,674	128	231,304	(138,674)	92,630	(20,075)	274,507
July 1, 2011 to June 30, 2012	274,507	154	115,260	22	102,718	176	217,978	-	217,978	-	492,485
July 1, 2012 to June 30, 2013	492,485	208	155,010	17	68,530	225	223,540	-	223,540	(37,175)	678,850
July 1, 2013 to June 30, 2014	678,850	222	165,540	28	287,398	250	452,938	(33,504)	419,434	-	1,098,284
July 1, 2014 to June 30, 2015	1,098,284	264	198,693	17	42,620	281	241,513	-	241,513	(149,251)	1,190,546
July 1, 2015 to June 30, 2016	1,190,546	288	207,990	23	91,290	311	299,280	(5,263)	294,018	(113,363)	1,371,201
July 1, 2016 to June 30, 2017	1,371,201	582	366,420	17	46,408	599	412,828	-	412,828	(39,724)	1,744,305
July 1, 2017 to June 30, 2018	1,744,305	300	219,720	13	47,774	313	267,494	-	267,494	(140,338)	1,871,461
		2,213	1,696,503	151	852,324	2,364	2,548,827	(177,441)	2,371,387	(499,926)	
Grand Totals	$ -	8,852	$ 8,178,121	302	$ 1,165,916	9,154	$ 9,344,037	$ (251,786)	$ 9,092,251	$ (7,220,790)	$ 1,871,461

Item Number:	15.d
Meeting Date:	2/12/2019
Item Type:	REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:
Policy pertaining to Term Limits for Georgetown County Boards/Commissions

CURRENT STATUS:
In 1987, Georgetown County Council adopted an ordinance to govern all County Council appointed decision making bodies. The intent of the ordinance was to establish membership, length of terms, appointment procedure etc. in order to standardize operations and provide guidelines for establishing new bodies and for disestablishment of existing ones, as necessary.

POINTS TO CONSIDER:
The 1987 ordinance addressed "Length of Terms" as follows:

Members shall serve, from the date of their appointment, for a period of four (4) years, or until their successor is appointed and confirmed. No members may serve more than two (2) consecutive terms.

In 2008, County Council revised the original ordinance of 1987. Ordinance No. 2008-25 elaborated on the matter of term limits, and the verbiage was revised as follows:

> *(a)* ***Length of terms.*** Unless otherwise outlined in the South Carolina Code of Laws, terms shall be for a period of four (4) years.
>
> *(b)* ***Notification of vacancies.*** The chairman of any board or commission shall send written notification of the expiration of any member's term to county council sixty (60) days prior to such expiration, and to notify council within thirty (30) days of any vacancies occurring due to resignation, death, etc.
>
> *(c)* ***Expiration date****.* The official expiration date for all terms shall be March 15 of the last year of all members' terms but may be allowed to serve until their successor is appointed and confirmed; <u>provided however, no member shall serve longer than ninety (90) days after the expiration of his/her term.</u>
>
> *(d)****Terms of successor members***. Whenever a member resigns, dies or otherwise is unable to complete his term of office and a successor member is appointed, the successor member's initial term of office will be to fulfill the predecessor member's term. Any successor members appointed to fulfill the predecessor member's term shall be permitted to serve two (2) four-year terms in addition to the unfinished term to which he or she was initially appointed.
>
> *(e)* ***Reappointment.*** No board or commission member shall be allowed to serve more than two consecutive terms on the same board unless he/she undergoes the waiting period described in this section. After the expiration of his/her second term, four (4) years must pass before a prior board or commission member is eligible to be reappointed to the SAME board or commission. A

member of a board or commission can be reappointed at the end of his/her first term to the same board or commission for a second term without being subjected to a waiting period. However, four (4) years must pass before a prior board or commission member is eligible to be reappointed to the SAME board or commission from which he/she previously resigned prior to the expiration of his/her original first or second term. Otherwise, a member who resigns from a board or commission may be appointed to a DIFFERENT board or commission at any time after his/her resignation or the completion of a first or second four year term.

FINANCIAL IMPACT:
n/a

OPTIONS:
1. Receive report as information only.
2. Consider revision of existing policy imposing term limits.
3. Request additional information for possible future action.

Item Number:	16.a
Meeting Date:	2/12/2019
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 21st. 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)
) ORDINANCE NO. 2017-23
COUNTY OF GEORGETOWN)

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.

_____ (SEAL)
Johnny Morant
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: _____

AMPD-6-17-18572

$250
+10/AC Resid
1 acre

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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: 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: Larry Judge / 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

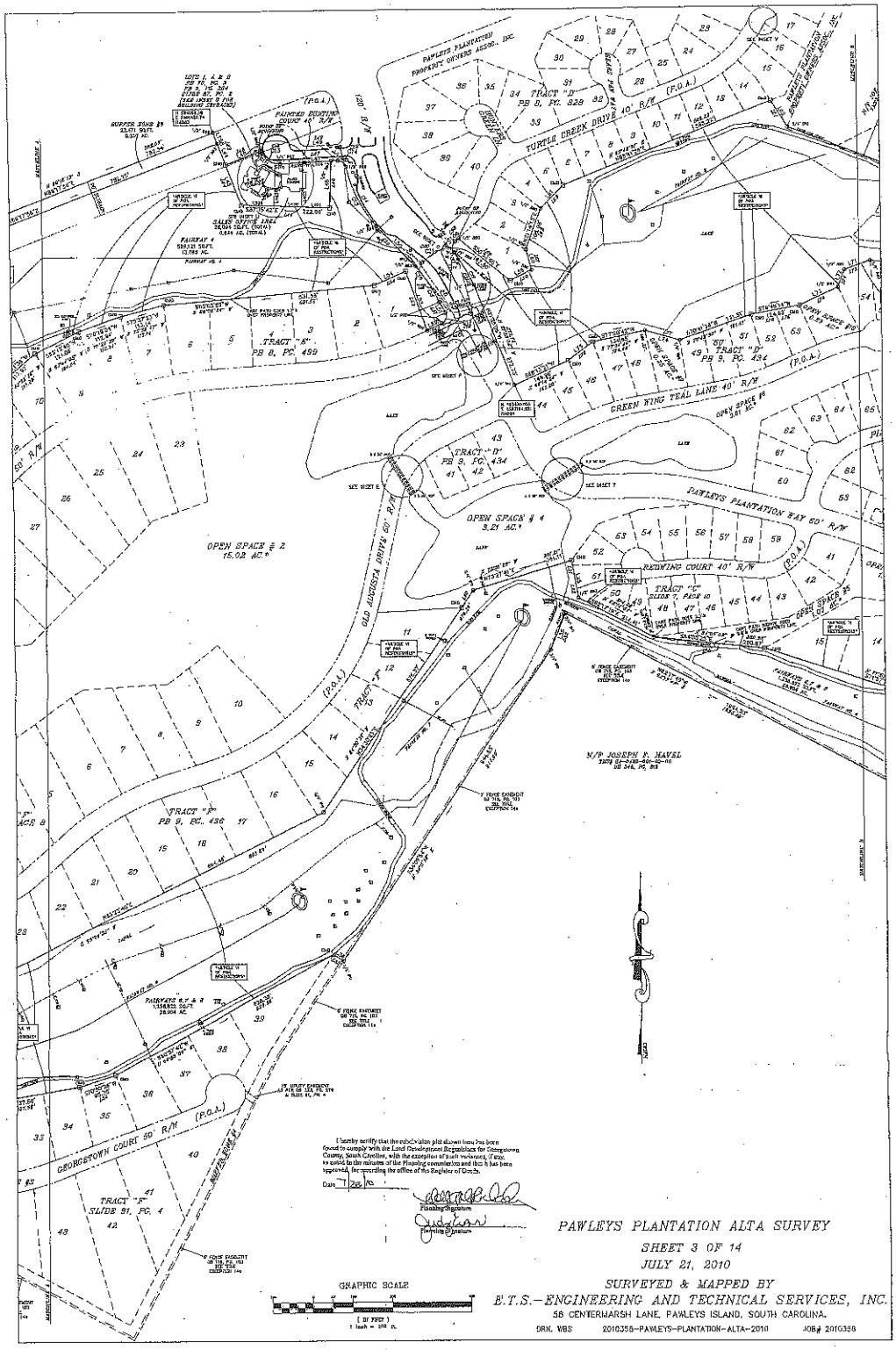
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

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 Development Regulations for Georgetown County, South Carolina, with the exception of such variances, if any, as noted in the minutes of the Planning commission and this is has been approved, for recording the office of the Register of Deeds.

Date 7/28/10

Planning Signature

Planning Signature

PAWLEYS PLANTATION ALTA SURVEY

SHEET 3 OF 14

JULY 21, 2010

SURVEYED & MAPPED BY

E.T.S.–ENGINEERING AND TECHNICAL SERVICES, INC.

58 CENTERMARSH 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

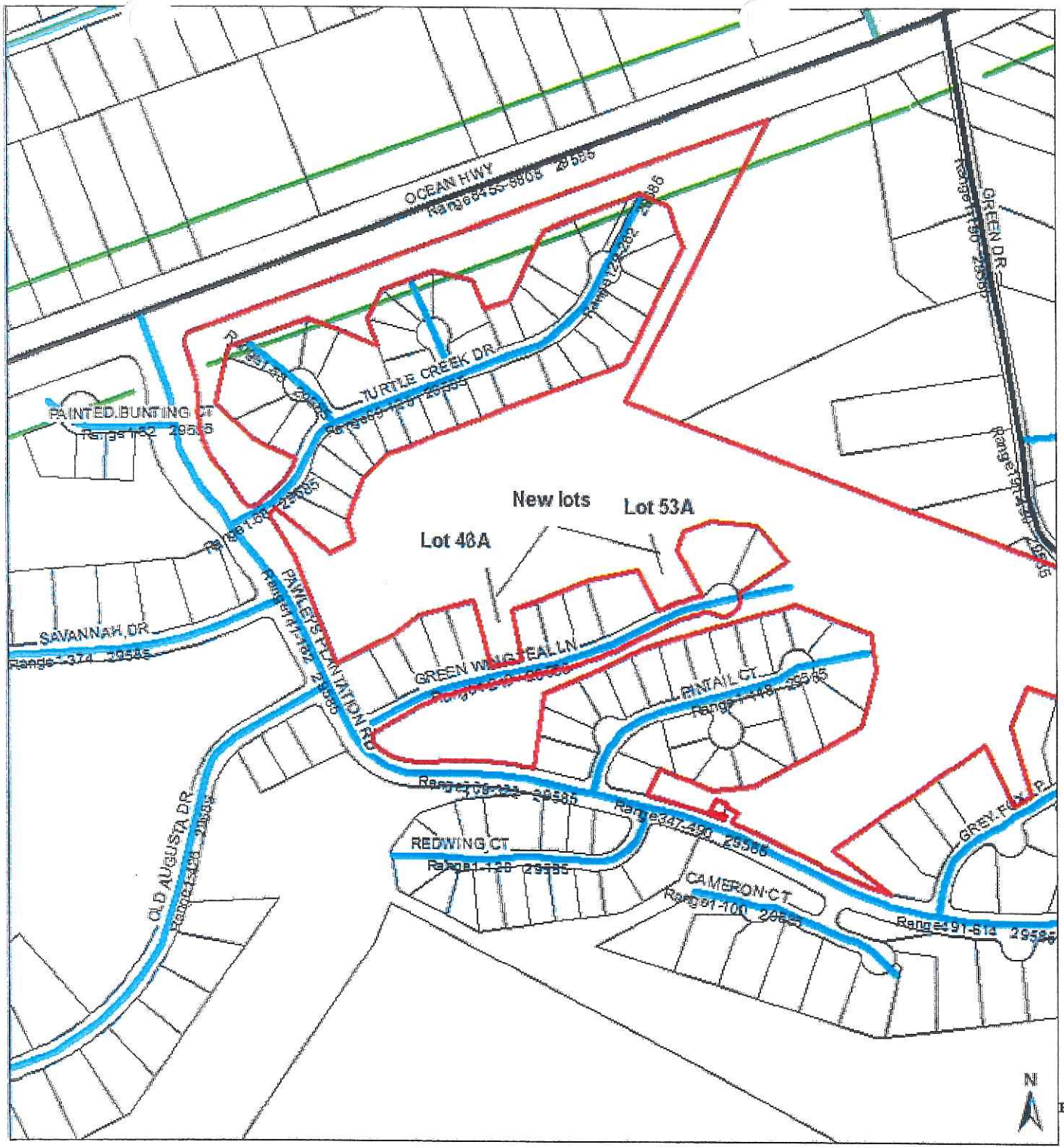
Symbol Legend
Data Point
Photo Point
Property Corner

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

Graphic Scale

SCALE IN FEET
100' 0 100'

the BRIGMAN COMPANY
wetland consulting - forest management - land surveying
P.O. Box 1532 - Conway, SC 29528 - p(843) 248-9388 f(843) 248-9596



Pawleys Plantati
Property Location
AMPD 6-17-18572

Legend

Streets

<all other values>

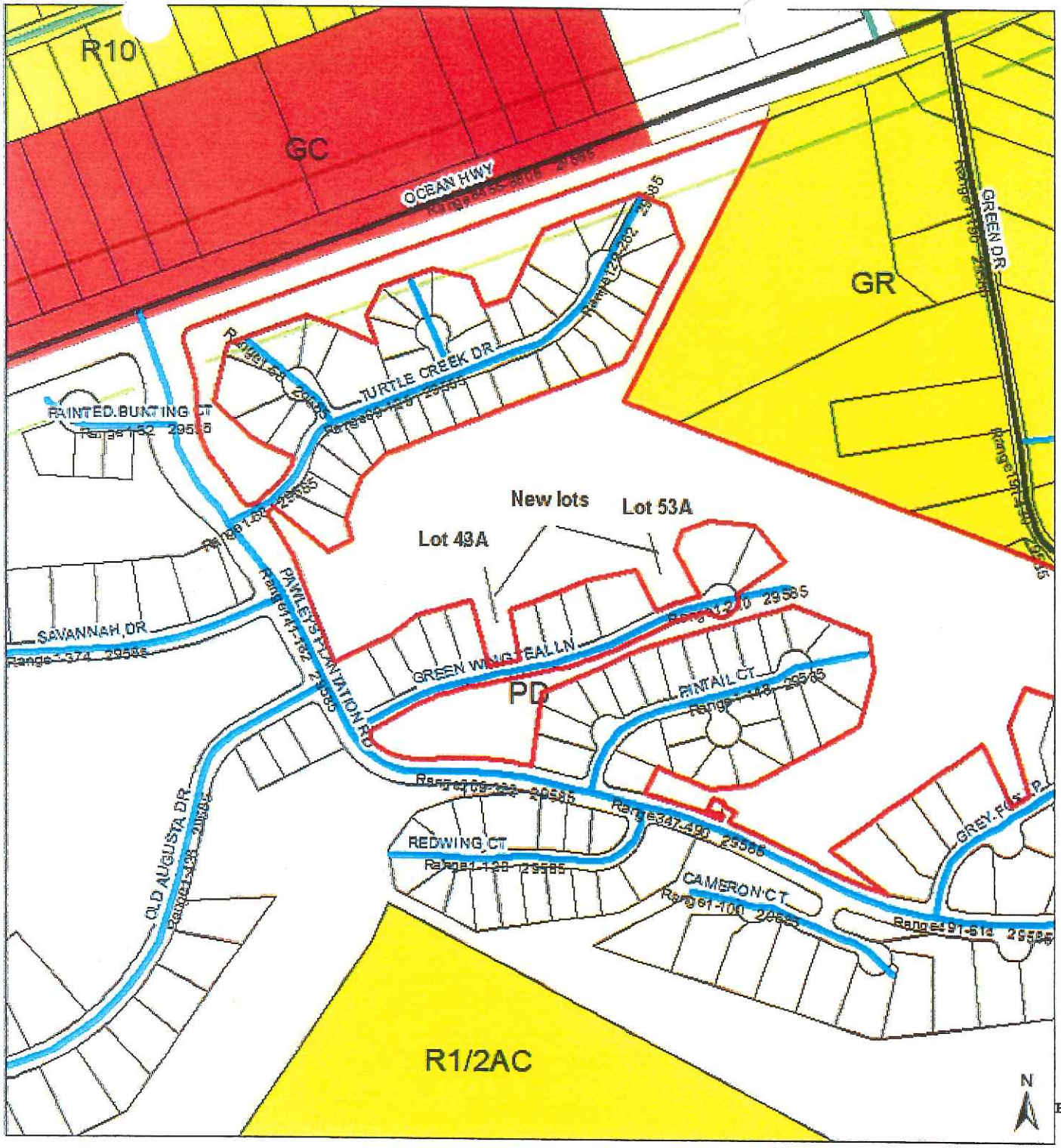
MaintainedBy

- 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 Plantati
Property Zoning
AMPD 6-17-18572



Legend

Streets

Maintained by

County

Private

State

Pawleys Plantation

Lot Lines

Gateway

Landmarks

Zoning

District

CITY OF GEORGETOWN

GF

FA

RWC

GMR

GC

GB

GRR

HI

LI

MHP

MHS

NC

OC

PA

PD

R1

R1/2AC

R10

R1/4AC

R2

R2/4AC

R3

R4

R5

RC

RR

RS

RVC

VR10

21' 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.

A

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.

A

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,

Jenifer K. Lachicotte

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.

Many Thanks

Paul Noble

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

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.

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.

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

√ XXI √ XXII

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

COVENANTS AND RESTRICTIONS

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

2010

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 atered 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 Amendmentmay, 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 theSecond 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 ofDirectors 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 ~~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 theadjacent 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 theclosing 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 Associationand 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 Mortgagee 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 permitthe Association to amend in accord with such letter.

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

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

COVENANTS AND RESTRICTIONS

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ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 – Delegation of Use.

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

Section 5 – Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV

No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

ARTICLE XV

Financing Provision

Section 1 – Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

ARTICLE XVI

Rules and Regulations

Section 1 – Compliance by Owners with The Association's Rules and Regulations. Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

ARTICLE XVII

Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XVIII

General Provisions

Section 1 – Severability. 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).

(Partitioning)

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

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)

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.

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

XXI XXII

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

COVENANTS AND RESTRICTIONS

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GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
06-15-2010 At 02:43 pm.
REST COVE 53.00
Book 1494 Page 18820- 234

2010

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 Amendmentmay, 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 theSecond 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 ofDirectors 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 ~~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 theadjacent 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 theclosing 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 Asessment.

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 Mortgagee Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

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

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

COVENANTS AND RESTRICTIONS

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ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 – Delegation of Use.

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

Section 5 – Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV

No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

ARTICLE XV

Financing Provision

Section 1 – Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

ARTICLE XVI

Rules and Regulations

Section 1 – Compliance by Owners with The Association's Rules and Regulations. Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

ARTICLE XVII

Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XVIII

General Provisions

Section 1 – Severability. 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).

(Partitioning)

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.